

AGENDA

MANUFACTURED HOUSING BOARD

Thursday, October 14, 2021 - 10:00am

Henrico County Twin Hickory Area Library
5001 Twin Hickory Road Glen Allen, Virginia 23059

- I. Roll Call
- II. Election of Officers
 - a. Chair
 - b. Vice Chair
 - c. Secretary
- III. Approval of November 12, 2020 Minutes
- IV. Public Comment
- V. New Business
 - a. Manufactured Housing park sales legislation
 - b. Manufactured Housing Licensing and Transaction Recovery Fund Regulation (MHLTRFR) status/update
 - c. Manufactured Home Safety Regulation (MHSR) status/update
 - d. Technology Group efforts
 - e. HUD Manufactured Home Construction and Safety Standards Final Rule (Effective July 12, 2021)
- VI. Old Business
- VII. Committee Reports
- VIII. Secretary's Report
 - a. Transaction Recovery Fund Balance Report
 - b. OAG Payment Balance Report - (FY 2021 Debtor Balance Report)
 - c. Staff proposed next meeting date - February 10, 2022
 - d. Staff proposed location - Virginia Housing Center (VHC) or electronic
- IX. Adjournment

VIRGINIA MANUFACTURED HOUSING BOARD

Walter S. Cleaton, Chair

(Manufactured Home Dealer Representative)

David C. Bridges, Vice-Chair

(Public Representative)

James Trepinski

(Manufacturer Representative)

Scott Montgomery

(Manufacturer Representative)

Shawna J. Cheney

(Public Representative)

Keith W. Hicks

(Public Representative)

Sean D. Hicks

(Public Representative)

James W. Roncaglione

(Director's Designee)

Stephan Geiser

(Manufactured Home Dealer Representative)

VIRGININA MANUFACTURED HOUSING BOARD
DRAFT MEETING MINUTES
November 12, 2020
Virtual Meeting

<https://vadhcd.adobeconnect.com/lbbca/>

Members Present

Members Absent

Mr. Walter S. Cleaton, Chairman
Mr. David C. Bridges, Vice-Chairman (*arrived during public comment*)
Ms. Shawna J. Cheney
Mr. Stephan Geiser
Mr. Keith Hicks
Mr. Scott Montgomery
Mr. James W. Roncaglione (*Only observed the meeting due to technical issues; no votes cast*)
Mr. James Trepinski

Mr. Sean D. Hicks

Call to Order

The meeting of the Manufactured Housing Board (“Board”) was called to order at approximately 10:20 a.m. by Secretary Travis Luter.

Roll Call

The roll was called by Mr. Luter and a quorum was present. Mr. Justin I. Bell, legal counsel for the Board from the Attorney General’s Office, was not present.

Approval of Minutes

The draft minutes of the July 9, 2020 meeting in the Board members’ agenda package were considered. Mr. K. Hicks moved to approve the minutes as presented. The motion was seconded by Mr. Montgomery and passed unanimously.

Public Comment

Chair Cleaton opened the meeting for public comment. Mr. Luter advised that no one had contacted him to speak. With no one requesting to speak, requesting to be acknowledged to speak by use the raised hand feature of the Adobe Connect meeting platform, or requesting to speak in the chat box section of the Adobe Connect meeting platform, Chair Dawson closed the public comment period.

Chair Cleaton allowed Mr. Grumbine to provide an industry update during the public comment portion of the meeting.

New Business

Discussion of Technical Errors/Corrections related to the 2009 Regulation Adoption:

35 Jeff Brown, Director of the State Building Codes Office for DHCD,
36 provided an overview of the inconsistencies between the law and the
37 current Manufactured Housing Licensing and Transaction Recovery
38 Fund Regulations related to the retention amounts, the minimum
39 balance amount of the Transaction Recovery Fund, and the maximum
40 amount a claimant can claim against the Transaction Recovery Fund
41 because of a single or multiple violation(s). These inconsistencies
42 were intended to be addressed during the adoption of the 2009
43 Manufactured Housing Licensing and Transaction Recovery Fund
44 Regulations; however, they were missed. He explained the need to
45 ensure the regulations match the law. He further explained that at the
46 last meeting, staff presented information to the Board and explained
47 the changes that were being proposed, but staff only provided the
48 Board with the current law, rather than the proposed changes to the
49 regulations, which was why the item was brought back to the Board.
50 Lastly, he indicated that by doing this, the APA regulations were
51 followed and if approved by the Board, staff would move forward
52 with the fast track process to get the changes implemented.

53
54 After a brief discussion, Mr. Bridges moved to accept the corrections
55 to the regulations as presented. The motion was seconded by Mr.
56 Trepinski and passed unanimously.

57
58
59 Use of the Transaction Recovery Funds by the SBCO:

60
61 Mr. Brown, Director of the State Building Codes Office for DHCD,
62 provided an overview of the permission granted to SBCO in a
63 previous state law to use up to five percent (5%) of the balance of the
64 Transaction Recovery Fund per fiscal year for the “*purposes of*
65 *providing educational programs to consumers, code officials, and the*
66 *manufactured housing industry and to pay department staff expenses*
67 *for conducting investigations and preparing reports and findings for*
68 *the Board.*” Mr. Brown shared with the Board that the provision to
69 utilize the funds expired July 1, 2011. He further explained the need
70 for the funds to help SBCO administer the manufactured housing
71 program. Mr. Brown outlined the department expenditures for the
72 three previous fiscal years. He also outlined specifically how the
73 funds would be used, if approved by the Board. He further clarified
74 that SBCO would not annually pull over the allowable 5%, rather
75 only access what was needed up to the 5% to administer the
76 manufactured housing program when licensing fees were not enough
77 to cover the expenses for administering the program. Mr. Brown
78 asked the Board to grant the department access to the funds as
79 indicated for the purposes indicated on an annual basis.
80

81 After a brief discussion, Mr. Bridges moved to grant permission to
82 DHCD to use up to five percent (5%) of the balance of the Transaction
83 Recovery Fund per fiscal year for the *“purposes of providing*
84 *educational programs to consumers, code officials, and the*
85 *manufactured housing industry and to pay department staff expenses*
86 *for conducting investigations and preparing reports and findings for*
87 *the Board.”* as was allowed previously in state law. The motion was
88 seconded by Mr. K. Hicks and passed unanimously.
89

90 Dealer responsibility to collect sales tax and title fee and deliver to
91 Virginia Department of Motor Vehicles (DMV):
92

93 Chair Cleaton lead a discussion pertaining to the responsibilities of
94 manufactured housing dealers to the collect sales tax and title fees for
95 each manufactured home sold, in accordance with the Transaction
96 Recovery Fund (TRF), and the new policy of DMV not to allow
97 dealers to enter DMV branches to conduct the transaction. He further
98 clarified that DMV is utilizing third party agencies to accept and
99 process the payments for DMV. Chair Cleaton expressed his concern
100 with being held responsible for providing payments to DMV pursuant
101 to the TRF; although, not being allowed to ensure the payments are
102 received by DMV. He further expressed his concern with submitting
103 new home titles through the mail to a third party agency to be
104 processed for DMV when the dealer is responsible for ensuring it is
105 done properly.
106

107 During discussions, Board members discussed several options to
108 address the issue such as having SBCO staff meet with a DMV
109 representative, drafting a letter from the MHB and sending it to the
110 MVDB outlining the issues with the changes in their policy and the
111 concerns of the MHB due to the unforeseen circumstances and/or
112 consequences, and SBCO staff drafting a letter and sending it to
113 DMV.
114

115 Cindy Davis, Deputy Director of BFR suggested the possibility of
116 including a notarized document in each new home sale package
117 indicating that the owner has received the funds to make the tax and
118 titling transaction and that the responsibility is theirs to ensure the
119 transaction is completed or the creation of best practice guidelines to
120 be shared with other dealers.
121

122 SBCO staff agreed to follow up with DMV on the issue and report
123 back to the MHB at a subsequent meeting.
124

125 Lenders asking dealers to add outside options into the price of new
126 homes:
127

128 Chair Cleaton suggested a meeting with Cindy Davis, Deputy
129 Director of BFR; Justin Bell, Attorney General’s Office representative
130 for the Board; and him to discuss the legal aspects of the issue of
131 lenders asking dealers to add outside options into the price of new
132 homes.

133

134 Old Business None

135

136 Committee Reports None

137

138 Secretary’s Report Mr. Luter provided the Board an updated FY 2020 revenue report for
139 the Transaction Recovery Fund. He also provided a revenue report for
140 the Transaction Recovery Fund ending September 30, 2020.

141

142 Mr. Luter provided the Board a current balance report for the
143 Transaction Recovery Fund.

144

145 Mr. Luter provided the Board a Debtor’s balance report for the
146 Transaction Recovery Fund provided by the AG’s Office.

147

148 Mr. Luter informed the Board of the current caseload and that the next
149 meeting was scheduled for February 11, 2021.

150

151 Adjournment There being no further business, the meeting was adjourned by proper
152 motion at approximately 11:50 a.m.

153

154

155 Approved: October 14, 2021

156

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Chair, Virginia Manufactured Housing Board

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Secretary, Virginia Manufactured Housing Board

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§ 55.1-1308.2. Notice of intent to sell

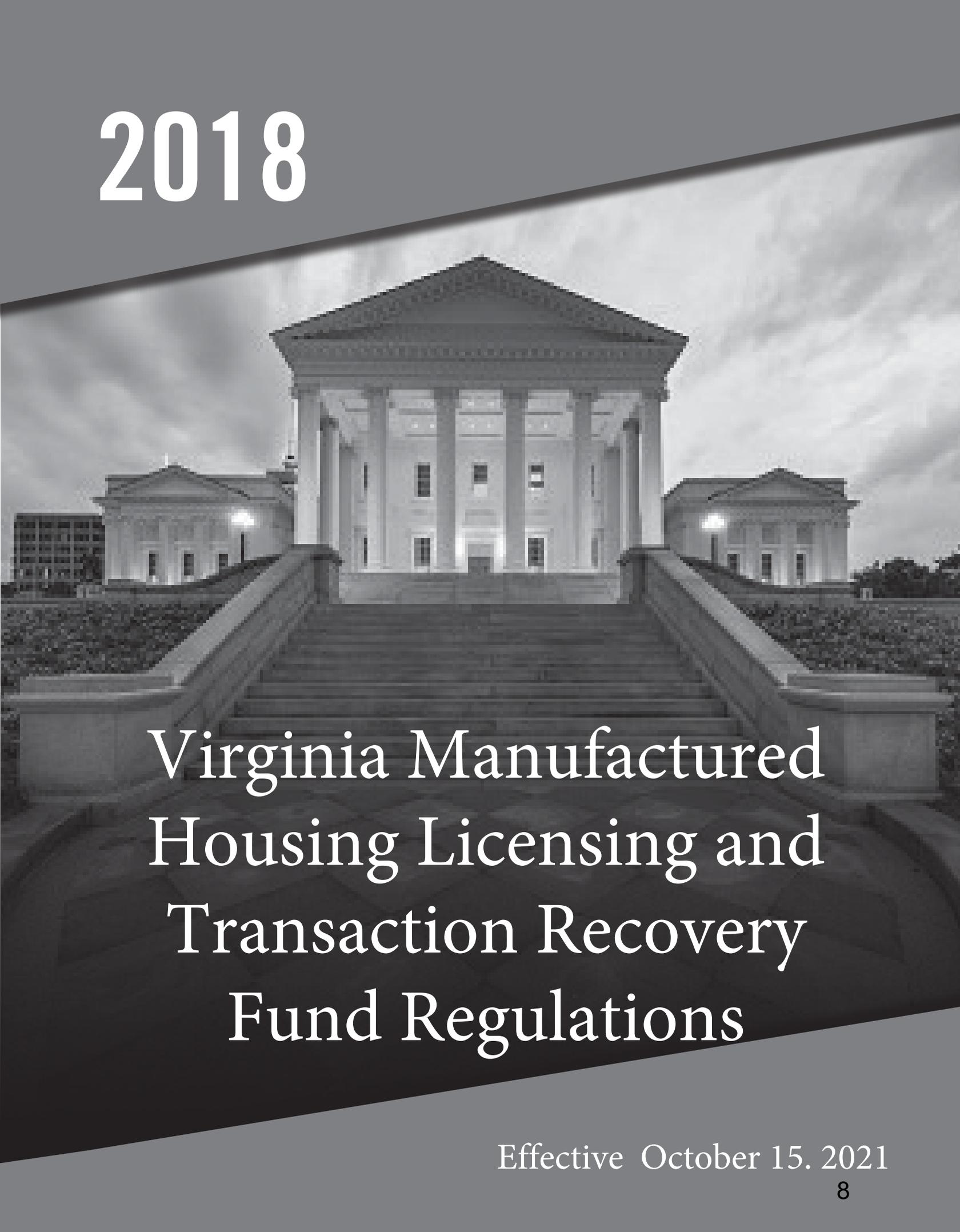
A. A manufactured home park owner who offers or lists the park for sale to a third party shall provide written notice containing the date on which the notice is sent and the price for which the park is to be offered or listed for sale. Such notice shall be sent to the Department of Housing and Community Development, which shall make the information available on its website within five business days of receipt. Such written notice shall also be given to each tenant of the manufactured home park, in accordance with § 55.1-1202, at least 90 days prior to accepting an offer. A manufactured home park owner shall consider any offers to purchase received during such 90-day notice period. For purposes of this section, "third party" does not include a member of the manufactured park owner's family by blood or marriage or a person or entity that owns a portion of the park at the time of the offer or listing of such manufactured home park. Nothing shall be construed to require any subsequent notice by the manufactured home park owner after the written notice provided in this section.

B. If a manufactured home park owner receives an offer to purchase the park, acceptance of that offer shall be contingent upon the park owner sending written notice of the proposed sale and the purchase price in the real estate purchase contract at least 60 days before the closing date on such purchase contract to the Department of Housing and Community Development, which shall place the information on its website within five business days of receipt. Such written notice shall also be given to each tenant of the manufactured home park. During the 60-day notice period, the park owner shall consider additional offers to purchase the park made by an entity that provides documentation that it represents at least 25 percent of the tenants with a valid lease in the manufactured home park at the time any such offer is made, but shall not be obligated to consider additional offers after the expiration of the 60-day notice period. Nothing shall be construed to require any subsequent notice by the manufactured home park owner after provision of the written notice required by this section.

2020, c. 751, § 55.1-1308.1.

The chapters of the acts of assembly referenced in the historical citation at the end of this section(s) may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

2018



Virginia Manufactured Housing Licensing and Transaction Recovery Fund Regulations

Effective October 15, 2021

Virginia
Manufactured Housing Licensing
and
Transaction Recovery Fund Regulations
Commonwealth of Virginia

Department of Housing and Community Development

Virginia Manufactured Housing Board

2018 EDITION
MANUFACTURED HOUSING LICENSING
AND
TRANSACTION RECOVERY FUND REGULATIONS

13 VAC 6-20

Adopted by the

Virginia Manufactured Housing Board

Effective October 15, 2021

Issued by the

Department of Housing and Community Development
Division of Building and Fire Regulation
State Building Codes Office
600 East Main Street, Suite 300
Richmond, Virginia 23219

PREFACE

The Code of Virginia directs the Virginia Manufactured Housing Board to promulgate necessary regulations to carry out the provisions for licensing in the manufactured housing industry. The licenses in the program are required for manufactured housing manufacturers, dealers, brokers, and salespeople. The regulations include warranty requirements, consumer complaint resolution procedures, restrictions on advertising practices, and provisions for dealer/manufacturer sales agreements. As provided for in the Code of Virginia, the regulations also establish a Transaction Recovery Fund and the administrative procedures to carry out this consumer protection program, including procedures for filing claims, hearings or conferences, payment of claims for damages, and possible disciplinary actions against license holders in the program. The Board is authorized to make case decisions to carry out the provisions of this program.

FUTURE EDITIONS

The Virginia Manufactured Housing Board is responsible by State law for promulgating and keeping the Manufactured Housing Licensing and Transaction Recovery Fund Regulations up to date. The Board updates the regulations when there are changes in State or Federal laws and at other times as determined necessary by the Board. Changes to the regulations can be identified by a vertical line in the margin and any deletions can be identified by an arrow in the margin. Interested persons may participate in future revisions by submitting comments and suggestions for changes at any time. They should be addressed to the Virginia Manufactured Housing Board in care of:

Department of Housing and Community Development
Division of Building and Fire Regulation
State Building Codes Office
600 East Main Street, Suite 300
Richmond, VA 23219

Telephone Number: (804) 371-7150
FAX Number: (804) 371-7092
TTP Number: (804) 371-7089

USER ASSISTANCE

Any questions about the provisions in the regulations or the application and administration of the regulations may be directed to the State Building Codes Office.

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2018 Edition
Effective October 15, 2021

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CHAPTER 20

MANUFACTURED HOUSING LICENSING AND TRANSACTION RECOVERY FUND REGULATIONS

Part I General

13 VAC 6-20-10. Definitions.

The following words and terms, when used in this chapter, shall have the following meanings unless the context clearly indicates otherwise.

"Board" means the Virginia Manufactured Housing Board.

"Buyer" means the person who purchases at retail from a dealer or manufacturer a manufactured home for personal use as a residence or other related use.

"Claimant" means any person who has filed a verified claim under Chapter 4.2 (§§ 36-85.16 et seq.) of Title 36 of the Code of Virginia.

"Code" means the appropriate standards of the Virginia Uniform Statewide Building Code (13VAC5-63) and the Manufactured Home Safety Regulations (13VAC5-95) adopted by the Board of Housing and Community Development and administered by the Department of Housing and Community Development pursuant to the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 USC § 5401 et seq.) for manufactured homes.

"Controlling financial interest" means the direct or indirect ownership or control of a firm.

"Date of delivery" means the date on which all terms or conditions of the sales contract agreed to or required of the regulant have been completed.

"Dealer/manufacture sales agreement" means a written contract or agreement between a manufactured housing manufacturer and a manufactured housing dealer whereby the dealer is granted the right to engage in the business of offering, selling, and servicing new manufactured homes of a particular line or make of the stated manufacturer of such line or make. The term shall include any severable part of such sales agreement which separately provides for selling or servicing different lines or makes of the manufacturer.

"Defect" means any deficiency in or damage to materials or workmanship occurring in a manufactured home which has been reasonably maintained and cared for in normal use. The term also means any failure of any structural element, utility system or the inclusion of a component part of the manufactured home which fails to comply with the Code.

"Department" means the Department of Housing and Community Development.

"Director" means the Director of the Department of Housing and Community Development, or the director's designee.

"Fund" or "recovery fund" means the Virginia Manufactured Housing Transaction Recovery Fund.

"HUD" means the U.S. Department of Housing and Urban Development.

"Imminent Safety Hazard" means a hazard that presents an imminent and unreasonable risk of death or severe personal injury that may or may not be related to failure to comply with an applicable federal manufactured home construction or safety standard.

"Licensed" means the regulant has met all applicable requirements of this chapter, paid all required fees, and been authorized by the board to manufacture or offer for sale or sell manufactured homes in accordance with this chapter.

"Manufactured home" means a structure constructed to federal standards, transportable in one or more sections, which, in the traveling mode is eight feet or more in width and is 40 feet or more in length, or when erected on site, is 320 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein.

2018 Manufactured Housing Licensing and Transaction Recovery Fund Regulations

"Manufactured home broker" or "broker" means any person, partnership, association or corporation, resident or nonresident, who, for compensation or valuable consideration, sells or offers for sale, buys or offers to buy, negotiates the purchase or sale or exchange, or leases or offers to lease used manufactured homes that are owned by a party other than the broker.

"Manufactured home dealer" or "dealer" means any person engaged in the business of buying, selling or dealing in manufactured homes or offering or displaying manufactured homes for sale in Virginia. Any person who buys, sells, or deals in three or more manufactured homes in any 12-month period shall be presumed to be a manufactured home dealer. The terms "selling" and "sale" include lease-purchase transactions. The term "manufactured home dealer" does not include banks and finance companies that acquire manufactured homes as an incident to their regular business.

"Manufactured home manufacturer" or "manufacturer" means any persons, resident or nonresident, who manufacture or assemble manufactured homes for sale in Virginia.

"Manufactured home salesperson" or "salesperson" means any person who for compensation or valuable consideration is employed either directly or indirectly by, or affiliated as an independent contractor with, a manufactured home dealer to sell or offer to sell; or to buy or offer to buy; or to negotiate the purchase, sale or exchange; or to lease or offer to lease new or used manufactured homes.

"New manufactured home" means any manufactured home that (i) has not been previously sold except in good faith for the purpose of resale, (ii) has not been previously occupied as a place of habitation, (iii) has not been previously used for commercial purposes such as offices or storage, and (iv) has not been titled by the Virginia Department of Motor Vehicles and is still in the possession of the original dealer. If the home is later sold to another dealer and then sold to a consumer within two years of the date of manufacture, the home is still considered new and must continue to meet all state warranty requirements. However, if a home is sold from the original dealer to another dealer and it is more than two years after the date of manufacture, and it is then sold to a consumer, the home must be sold as

"used" for warranty purposes. Notice of the "used" status of the manufactured home and how this status affects state warranty requirements must be provided, in writing, to the consumer prior to the closing of the sale.

"Person" means any individual, natural person, firm, partnership, association, corporation, legal representative, or other recognized legal entity.

"Regulant" means any person, firm, corporation, association, partnership, joint venture, or any other legal entity required by Chapter 4.2 (§§ 36-85.16 et seq.) of Title 36 of the Code of Virginia to be licensed by the board.

"Regulations" or "these regulations" means this chapter, the Virginia Manufactured Housing Licensing and Transaction Recovery Fund Regulations.

"Reinstatement" means having a license restored to effectiveness after the expiration date has passed or license has been revoked or not renewed by the board.

"Relevant market area" means the geographical area established in the dealer/manufacturer sales agreement and agreed to by both the dealer and the manufacturer in the agreement.

"Renewal" means continuing the effectiveness of a license for another period of time.

"Responsible management" means the following individuals:

1. The sole proprietor of a sole proprietorship;
2. The partners of a general partnership;
3. The managing partners of a limited partnership;
4. The officers of a corporation;
5. The managers of a limited liability company;
6. The officers or directors of an association or both; and
7. Individuals in other business entities recognized under the laws of the Commonwealth as having a fiduciary responsibility to the firm.

"Responsible party" means a manufacturer, dealer, or supplier of manufactured homes.

"Set-up" means the operations performed at the occupancy site which render a manufactured home fit for habitation. Such operations include, but are not limited to, transportation, positioning, blocking, leveling, supporting, anchoring, connecting utility systems, making minor adjustments, or assembling not include lawful transportation services performed by public utilities operating under certificates or permits issued by the State Corporation Commission.

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"Standards" means the Federal Manufactured Home Construction and Safety Standards adopted by the U.S. Department of Housing and Urban Development.

"Statement of Compliance" means the statement found on the initial license application and on the renewal application that the regulant licensed by the board will comply with, the Manufactured Housing Licensing and Transaction Recovery Fund Law, this chapter and the orders of the board.

"Substantial identity of interest" means (i) a controlling financial interest by the individual or corporate principals of the manufactured home broker, dealer, or manufacturer whose license has been revoked or not renewed for cause by the board or (ii) substantially identical principals or officers as the manufactured home broker, dealer, or manufacturer whose license has been revoked or not renewed for cause by the board.

"Supplier" means the original producers of completed components, including refrigerators, stoves, water heaters, dishwashers, cabinets, air conditioners, heating units, and similar components, and materials such as floor coverings, paneling, siding, trusses, and similar materials, which are furnished to a manufacturer or a dealer for installation in the manufactured home prior to sale to a buyer.

"Used manufactured home" means any manufactured home other than a new home as defined in this section.

"Warranty" means any written assurance of the manufacturer, dealer, or supplier or any promise made by a regulant in connection with the sale of a manufactured home that becomes part of the basis of the sale. The term "warranty" pertains to the obligations of the regulant in relation to materials, workmanship, and fitness of a manufactured home for ordinary and reasonable use of the home for the term of the promise or assurance.

Part II Licenses

Article 1 Manufacturers

13 VAC 6-20-20. License required; annual renewal.

A. Each manufacturer located in or outside of the Commonwealth delivering in or shipping into the Commonwealth manufactured homes for sale,

shall apply to the board for a license. The license shall be displayed at the place of business in a conspicuous place accessible to the public. The license shall be issued for a term of one year from the date of issuance.

B. Each licensed manufacturer shall apply for license renewal annually, by application and accompanied by the required fee. Applicants for license renewal shall meet all the criteria for original licensing. Upon failure to renew, the license shall automatically expire.

C. Should the department fail to receive a licensed manufacturer's renewal form and appropriate fee within 30 days of the license expiration date, the manufacturer shall be required to reinstate the license according to the terms and conditions of Article 8 (13 VAC 6-20-201 et seq.) of this part.

D. For licensing purposes, a manufacturer operating more than one manufacturing facility shall have each location treated as a separate entity and shall adhere to all requirements for manufacturer licensing at each location, including posting a license at each location. Multiple production lines at one site shall be considered as a single facility for licensing purposes under the following conditions:

1. All production lines at that site are identified by the parent company with the same name, address and plant number.
2. All production lines at that site are under the same general and production management.
3. All production lines at that site are identified by the same Federal Identification Number (FIN) for tax purposes.

13 VAC 6-20-30. Application for licensing; renewal.

A. Application for license or renewal shall be on forms supplied by the department and may be submitted as designated in hard copy or by electronic means. All information required on the form shall be furnished by the applicant for the board's review.

B. Each application for original licensure shall be accompanied by the following:

1. Deposit in the Transaction Recovery Fund required by 13 VAC 6-20-420 (A) (1).
2. Licensing fee required by 13VAC6-20-200 (A) (1).

2018 Manufactured Housing Licensing and Transaction Recovery Fund Regulations

3. Copy of the manufacturer's homeowner and installation manuals.
4. Statement of compliance.
5. List of salespeople licensed in Virginia.

C. The Department of Housing and Community Development will mail a notice of renewal to the licensee at the last known address of record. Licensees may submit renewals by mail or electronically. Failure to receive this notice shall not relieve the licensee of the obligation to renew. If the licensee does not receive the notice of renewal, a copy of the license may be substituted with the required fee. Each application for renewal shall be accompanied by the following:

1. Licensing fee required by 13 VAC 6-20-200 A 2.
2. If revised, a copy of the revised homeowner and installation manuals.
3. Statement of compliance.
4. Updated list of salespeople employed.

13 VAC 6-20-40. Statement of Compliance.

The Statement of Compliance shall be signed by the person or responsible officer having full authority to commit his firm to the conditions of compliance and shall not be transferable. Violation of the Statement of Compliance is ground for suspension of the license.

Article 2 Dealers

13 VAC 6-20-50. License required; annual renewal.

A. Any person located in or outside of the Commonwealth buying or selling or offering displaying manufactured homes for sale in Virginia and meeting the definition of a dealer in 13 VAC 6-20-10 shall apply to the board for a license. The license shall be displayed in a conspicuous place accessible to the public in the office of the business location. The license shall be issued for a term of one year from the date of issuance.

B. Each licensed dealer shall apply for license renewal annually by application and accompanied by the required fee. Applicants for license renewal shall meet all the criteria for original licensing. Upon failure to renew, the license shall automatically expire.

C. Should the department fail to receive a licensed dealer's renewal form and appropriate fee within 30 days of the license expiration date, the dealer shall be required to reinstate the license according to the terms and conditions of Article 8 (13 VAC 6-20-201 et seq.) of this part.

D. For licensing purposes, a dealer operating more than one retail location shall have each location treated as a separate entity and shall adhere to all requirements for dealer licensing including posting a license at each location.

E. Each dealer licensed under this chapter shall also obtain a certificate of dealer registration from the Virginia Motor Vehicle Dealer Board (MVDB). The certificate of registration shall be renewed annually and shall be maintained in effect with the MVDB as long as the dealer is licensed under this chapter.

13 VAC 6-20-60. Application for licensing; renewal.

A. Application for license or renewal shall be on forms supplied by the department and may be submitted as designated in hard copy or by electronic means. All information required on the form shall be furnished by the applicant for the board's review.

B. Each application for original licensure shall be accompanied by the following:

1. Deposit in the Transaction Recovery Fund required by 13 VAC 6-20-420 A 2.
2. Licensing fee required by 13 VAC 6-20-200 A 3.
3. Statement of compliance.
4. Verification of a business office with all utilities, including a business telephone, and where the required business records are maintained.
5. Verification of a permanent business sign, in view of public traffic, bearing the name of the firm.
6. List of salespeople employed.
7. Name of the owner, principal, manager, agent or other person designated as the holder of the dealer's license for the specific location and the names of other partners or principals in the dealership.

Photographs of the front of the business office and required sign may be considered as verification required by this subsection.

C. The Department of Housing and Community Development will mail a notice of renewal to the licensee at the last known address of record. Licensees may submit renewals by mail or electronically. Failure to receive this notice shall not relieve the licensee of the obligation to renew. If the licensee does not receive the notice of renewal, a copy of the license may be substituted with the required fee. Each application for renewal shall be accompanied by the following:

1. Licensing fee required by 13 VAC 6-20-200 A 4.
2. Statement of compliance.
3. Notification of any significant changes office or the business sign.
4. Updated list of salespeople employed.
5. Any changes of officers or directors of the company or corporation.
6. A copy of the dealer's current certificate of registration from the Virginia Motor Vehicle Dealer Board.

D. Any change in the form of ownership of the dealer or any changes (deletions or additions) in the partners or principals of the dealer shall be submitted to the board with an application and fee for a new license. If the new owner assume the liabilities of the previous owner, then a new recovery fund assessment is not required. New recovery fund assessments shall be required when the new owner does not assume the liabilities of the previous owner. The board shall be notified immediately by the dealer of any change in the operating name of the dealer. The director shall endorse the change on the license without requiring an additional fee. The board shall be notified immediately by the dealer of any change in the location of the dealer. The dealer shall pay a fee of \$50 for the change of location on the license, but shall not be required to pay an additional assessment to the recovery fund for the change of location only.

13 VAC 6-20-70. Statement of Compliance.

The Statement of Compliance shall be signed by the person or responsible officer having full authority to commit the dealer to the conditions of compliance and shall not be transferable. Violation of the Statement of Compliance is ground for suspension of the license.

13 VAC 6-20-80. Dealer responsibility for inspections; other items.

A. The dealer shall inspect every new manufactured home unit upon delivery from a manufacturer. If a dealer becomes aware of a noncompliance or an imminent safety hazard in a manufactured home, the dealer shall contact the manufacturer, provide full information concerning the problem, and request appropriate action by the manufacturer. No dealer shall sell a new manufactured home if he becomes aware that it contains a defect or an imminent safety hazard.

B. The dealer shall inspect every new manufactured home unit prior to selling to determine that all appliances, fixtures and devices are not damaged and are in place and operable.

C. A dealer shall not alter or cause to be altered any manufactured home to which a HUD label has been affixed if such alteration or conversion causes the manufactured home to be in violation of the standards.

D. If the dealer provides for the installation of any manufactured home the dealer sells, the dealer shall be responsible for making sure the installation of the home meets the manufacturer's installation requirements and the Code.

E. On each home sold by the dealer, the dealer shall collect the applicable title fees and title tax for the manufactured home, to include an additional \$30 inspection/administrative fee, and forward such fees and taxes to the Virginia Department of Motor Vehicles.

The above fees shall be submitted to the Virginia Department of Motor Vehicles within 30 days from the completion date of the sale.

F. On each home sold by the dealer, the dealer shall provide the owner with information to file a claim supplied by the department.

Article 3 Brokers

13 VAC 6-20-90. License required; annual renewal.

A. Any person located in or outside of the Commonwealth (i) buying or selling, negotiating the purchase or sale or exchange of, or leasing used manufactured homes and (ii) meeting the definition

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broker in 13 VAC 6-20-10 shall apply to the board for a license. The license shall be displayed in a conspicuous place accessible to the public in the office of the business location. The license shall be issued for a term of one year from the date of issuance.

B. Each licensed broker shall apply for license renewal annually by application and accompanied by the required fee. Applicants for license renewal shall meet all the criteria for original licensing. Upon failure to renew, the license shall automatically expire.

C. Should the department fail to receive a licensed broker's renewal form and appropriate fee within 30 days of the license expiration date, the broker shall be required to reinstate the license according to the terms and conditions of Article 8 (13 VAC 6-20-201 et seq.) of this part.

D. For licensing purposes, a broker operating more than one business location shall have each location treated as a separate entity and shall adhere to all requirements for broker licensing, including posting a license, at each location.

Each broker licensed under this chapter shall also obtain a certificate of dealer registration from the Virginia Motor Vehicle Dealer Board (MVDB). The certificate of registration shall be renewed annually and shall be maintained in effect with the MVDB as long as the broker is licensed under this chapter.

13 VAC 6-20-100. Application for licensing; renewal.

A. Application for license or renewal shall be on forms supplied by the department and may be submitted as designated in hard copy or by electronic means. All information required on the form shall be furnished by the applicant for the board's review.

B. Each application for original licensure shall be accompanied by the following:

1. Deposit in the Transaction Recovery Fund required by 13 VAC 6-20-420 A 3.
2. Licensing fee required by 13 VAC 6-20-200 A 5.
3. Statement of compliance.
4. Verification of a business office with all utilities, including a business telephone, and where the required business records are maintained.
5. Verification of a permanent business sign, in view of public traffic, bearing the name of the firm.

6. Name of the owner, principal, manager, agent or other person designated as the holder of the broker's license for the specific location and the names of the partners or principals in the broker's firm.

7. List of salespeople employed.

Photographs of the front of the business office and required sign may be considered as verification required by this subsection.

C. The Department of Housing and Community Development will mail a notice of renewal to the licensee at the last known address of record. Licensees may submit renewals by mail or electronically. Failure to receive this notice shall not relieve the licensee of the obligation to renew. If the licensee does not receive the notice of renewal, a copy of the license may be substituted with the required fee. Each application for renewal shall be accompanied by the following:

1. Licensing fee required by 13 VAC 6-20-200 A 6.
2. Statement of compliance.
3. Notification of any significant changes to the office or the business sign.
4. Any changes of officers or directors of the company or corporation.
5. A copy of the broker's current certificate of registration from the Virginia Motor Vehicle Dealer Board.
6. Updated list of salespeople employed.

D. Any change in the form of ownership of the broker or any changes (deletions or additions) in the partners or principals of the broker shall be submitted to the board with an application and fee for a new license. If the new owner assume the liabilities of the previous owner, then a new recovery fund assessment is not required. New recovery fund assessments shall be required when the new owner does not assume the liabilities of the previous owner.

The board shall be notified immediately by the broker of any change in the operating name of the broker. The director shall endorse the change on the license without requiring an additional fee. The board shall be notified immediately by the broker of any change in location of the broker. The broker shall pay a fee of \$50 for the change of location on the license, but shall not be required to pay an additional assessment to the recovery fund for the change of location only.

13 VAC 6-20-110. Statement of Compliance.

The Statement of Compliance shall be signed by the person or responsible officer having full authority to commit the broker to the conditions of compliance and shall not be transferable. Violation of the Statement of Compliance is ground for suspension of the license.

13 VAC 6-20-120. Broker responsibility for inspections; other items.

A. The broker shall inspect every used manufactured home unit prior to completion of sale. No broker shall sell a used manufactured home, if he becomes aware that it contains an imminent safety hazard.

Exception: A broker may sell a used manufactured home in which he is aware of an imminent safety hazard if the buyer is advised of the imminent safety hazard in writing by the broker and is further advised that building permits may be required from the local building official for repair of the imminent safety hazard.

B. A broker shall not alter or cause to be altered any manufactured home to which a HUD label has been affixed if such alteration or conversion causes the manufactured home to be in violation of the standards.

C. If the broker provides for the installation of any manufactured home he sells, the broker shall be responsible for making sure the installation of the home meets the manufacturer's installation requirements and the Code.

D. On each home sold by the broker, the broker shall collect the applicable title tax and title fees for the manufactured home, to include an additional \$30 inspection/administrative fee, and forward such fees and taxes to the Virginia Department of Motor Vehicles.

The above fees shall be submitted to the Virginia Department of Motor Vehicles within 30 days from the completion date of the sale.

**Article 4
Salespeople**

13 VAC 6-20-130. License required; annual renewal.

A. Any person employed by a dealer, broker or manufacturer buying or selling or negotiating the purchase, sale or exchange of new or used manufactured homes and meeting the

definition of a salesperson in 13 VAC 6-20-10 shall apply to the board for a license. The salesperson's license shall be displayed in the company's business office in a conspicuous place accessible to the public in public view. The license shall be issued for a term of one year from the date of issuance. A salesperson shall be authorized by the board to sell manufactured homes after applying for a license, accompanied by the required fees, but prior to receiving the license back from the board and shall not be considered to be an "unlicensed salesperson" during such time.

B. Each licensed salesperson shall apply for license renewal annually, by application and accompanied by the required fee. Applicants for license renewal shall meet all criteria for original licensing. Upon failure to renew, the license shall automatically expire.

C. Should the department fail to receive a licensed salesperson's renewal form and appropriate fee within 30 days of the license expiration date, the salesperson shall be required to reinstate the license according to the terms and conditions of Article 8 (13 VAC 6-20-201 et seq.) of this part.

D. When employed by a dealer, broker or manufacturer having more than one licensed retail location or business office, a licensed salesperson may transfer or be temporarily assigned from one location to the other as long as he is working for the same company under the same ownership. Such transfer or assignment shall not require an additional license or Transaction Recovery Fund assessment. If a salesperson works for more than one company or at locations with different owners, he shall be licensed separately for each and pay a separate Transaction Recovery Fund assessment for each such license.

13 VAC 6-20-140. Application for licensing; renewal.

A. Application for license or renewal shall be on forms supplied by the department and may be submitted as designated in hard copy or by electronic means. All information required on the form shall be supplied by the applicant for the board's review.

B. Each application for original licensure shall be accompanied by the following:

1. Deposit in the Transaction Recovery Fund required by 13 VAC 6-20-420 A 4.
2. Licensing fee required by 13 VAC 6-20-200 A 7

3. Statement of Compliance.

C. The Department of Housing and Community Development will mail a notice of renewal to the licensee at the last known address of record. Licensees may submit renewals by mail or electronically. Failure to receive this notice shall not relieve the licensee of the obligation to renew. If the licensee does not receive the notice of renewal, a copy of the license may be substituted with the required fee. Each application for renewal shall be accompanied by the following:

1. Licensing fee required by 13 VAC 6-20-200 A 8.
2. Statement of Compliance.

13 VAC 6-20-150. Termination of employment; notification to department.

Whenever the salesperson's employment is terminated, the salesperson shall immediately send his license to the department. The license shall be marked "Employment terminated on Date" with the date given that the salesperson stopped working for the dealer, broker or manufacturer. The dealer, broker or manufacturer also shall notify the department of the salesperson's termination of employment no later than the tenth day of the month following the month of termination.

**Article 5
Special License**

13 VAC 6-20-160. Special license; applications; fees.

A. The board may approve applications from regulants for special licenses, not to exceed 10 days in duration, for a temporary place of business operated or proposed by the regulant. The temporary location shall not be contiguous to other premises for which a license is issued, except that contiguous locations may be licensed for dealer and manufacturer product shows.

B. The application for special licenses shall be submitted on forms supplied by the department. All information required with the application shall be furnished by the applicant for the board's review. Applications shall be submitted to the board at least 30 days prior to the requested effective date of the special license.

C. The application shall be accompanied by the required fee in 13 VAC 6-20-200 B.

**Article 6
Violations and Hearings**

13 VAC 6-20-170. Prohibited conduct; grounds for denying, suspending or revoking license.

A. The following acts by regulants are prohibited and may be considered by the board as grounds for action against the regulant:

1. Engaging in business as a manufactured home manufacturer, dealer or broker without first obtaining a license from the board.
2. Engaging in business as a manufactured home salesperson without first applying to the board for a license.
3. Making a material misstatement in an application for license.
4. Failing to pay a required assessment to the Transaction Recovery Fund.
5. Failing to comply with the warranty service obligations and claims procedures required by this chapter.
6. Failing to comply with the set-up and tie-down requirements of the Code.
7. Knowingly failing or refusing to account for or pay over money or other valuables belonging to others which have come into the regulant's possession due to the sale of a manufactured home.
8. Using unfair methods of competition or unfair or deceptive commercial acts or practices.
9. Failing to comply with the advertising provisions in Part IV (13 VAC 6-20-270 et seq.) of this chapter.
10. Defrauding any buyer to the buyer's damage, and any other person in the conduct of the regulant's business.
11. Employing an unlicensed salesperson.
12. Knowingly offering for sale a manufactured home produced by a manufacturer that is not licensed as a manufacturer under this chapter.
13. Knowingly selling a manufactured home to a dealer who is not licensed as a dealer under this chapter.
14. Failing to appear before the board upon due notice.
15. Failing to comply with orders issued by the board pursuant to this chapter.

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16. Failing to renew a license and continuing to engage in business as a manufacturer, dealer, broker, or salesperson after the expiration of any license.

17. A salesperson selling, exchanging or offering to sell or exchange a manufactured home for any dealer or broker other than the licensed dealer or broker employing the salesperson.

18. A salesperson offering, transferring or assigning any negotiated sale or exchange of a manufactured home to another dealer, broker, manufacturer or salesperson.

19. Failing to comply with the statement of compliance.

20. Failing to notify the board of a change of location or address of the business office.

21. Failing to comply with any provisions of this chapter.

a. The board may revoke or deny renewal of an existing license or refuse to issue a license to any manufactured home broker, dealer, manufacturer, or salesperson who is shown to have a substantial identity of interest with a manufactured home broker, dealer, or manufacturer whose license has been revoked or not renewed by the board.

b. Any person whose license is revoked or not renewed for cause by the board shall not be eligible for a license under any circumstances or under any name, except as provided by regulations of the board pursuant to §§ 36-85.18 of the Code of Virginia.

22. Failing to comply with the regulations of state or federal agencies regarding the financing, titling, taxation, or transporting of manufactured homes.

23. Failing to perform a written contract between the regulant and seller or buyer that contains the following minimum requirements:

a. A statement of the total cost of the contract and the amounts, including specific statement on the cost of the home, any additional costs for work to be performed, and the amount of the down payment, taxes, and titling fees.

b. A listing of specified materials and work to be performed and who is to supply the materials and perform that work.

c. Contract to identify the business name as shown on the license issued per this chapter and to include the address and the phone number of the business.

d. Specify the make and model of the home.

e. Specify if the home is new or used.

f. Specify the length and width of the home as defined by the HUD Standards.

g. Specify the date of manufacture and the serial number, except when the home is specially ordered from the manufacturer for the buyer and this information is not known.

24. Failing to provide a statement notifying consumers of the limitations on damages retained by dealer disclosure to the buyer.

25. Failing to provide a statement notifying consumers of the dispute resolution program available to resolve disputes concerning defects in manufactured homes.

B. The board may deny, suspend, revoke, or refuse to renew or reinstate the license of a regulant because of, but not limited to, one or more of the following grounds:

1. Having had a license previously denied, revoked or suspended under this chapter.

2. Having a license denied, suspended or revoked by a similar licensing entity in another state.

3. Engaging in conduct in another state that would have been a violation of this chapter if the actions were committed in Virginia.

4. Failing to obtain a required certification of registration from the Motor Vehicle Dealer Board (MVDB), failing to renew the annual certificate of registration from the MVDB, or having the certificate of registration suspended or revoked by the MVDB.

5. Having been convicted or found guilty in any jurisdiction of a felony.

13VAC 6-20-180. Penalties; notice to regulant.

A. The board shall have the power to deny, suspend, revoke, or refuse to renew or reinstate the license of a regulant found to be engaging in prohibited conduct or otherwise failing to comply with this chapter or orders of the board.

B. The board shall have the authority to levy monetary penalties in addition to or instead of denying, suspending, revoking, or refusing to renew or reinstate a regulant's license. Such monetary penalties shall include the following:

1. Monetary penalties of up to 250,000 for each violation by a manufacturer.
2. Monetary penalties of up to 250,000 for each violation by a dealer or broker.
3. Monetary penalties of up to 250,000 for each violation by a salesperson.

C. The board shall notify the regulant, in writing, of any complaint directed against him. The notice shall include the time and place of a conference or hearing on the complaint. No penalties shall be imposed by the board until after the conference or hearing.

13 VAC 6-20-190. Conference; hearing; service of notice.

A. The board or department acting on the board's behalf, shall send notice of the conference or hearing to the regulant at least 15 calendar days prior to the date of the conference or hearing. The notice shall be sent by certified mail to the address of the regulant, as shown on the license or other record of information in possession of the board.

Whenever in this chapter the board, the director, or the department is required to send any mail or notice by certified mail and such mail or notice is sent certified mail, return receipt requested, then subsequent, identical mail or notice that is sent by the board, the director, or the department may be sent by regular mail.

B. The conference or hearing shall be conducted by the board according to the applicable provision of the Administrative Process Act and shall be open to the public. The regulant or applicant shall have the right to be heard in person or by counsel, and to provide evidence and witnesses on his behalf.

C. After the conference or hearing has been completed, if the board determines that the regulant or applicant has engaged in prohibited conduct, or is in violation of this chapter or orders of the board, or otherwise determines that it has grounds to impose any penalties under 13VAC6- 20-180, the board shall immediately notify the regulant or applicant in writing, by certified mail, of the action imposed by the board. The department shall be responsible for carrying out the board's decision. The department shall also notify the Department of Motor Vehicles of the suspension or revocation of any dealer's or broker's license under this chapter.

**Article 7
License Fees**

13 VAC 6-20-200. Fee schedules.

A. The following fees are set by the board for annual licenses and renewals issued in accordance with this chapter. Checks, money orders, credit cards and other approved electronic fee payments shall be made payable to the Treasurer of Virginia or applicable state agency. In the event that a check, money draft, credit card, or similar instrument for payment of a required fee is not honored by the bank or financial institution named, the applicant or regulant shall be required to remit fees sufficient to cover the original fee plus an additional processing charge set by the department.

1. The manufacturer's original license fee shall be \$700.
2. The manufacturer's renewal license fee shall be \$600.
3. The dealer's original license fee shall be \$200.
4. The dealer's renewal license fee shall be \$150.
5. The broker's original license fee shall be \$200.
6. The broker's renewal license fee shall \$150.
7. The salesperson's original license fee shall be \$100.
8. The salesperson's renewal license fee shall be \$100.

B. The following fees apply to special licenses issued by the board in accordance with Article 5 (13 VAC 6-20-160) of this part:

1. Manufacturer's special license fee shall be \$40.
2. Dealer's special license fee shall be \$40.
3. Broker's special license fee shall be \$40.
4. Salesperson's special license fee shall be \$30.

**Article 8
Reinstatement**

13 VAC 6-20-201. Reinstatement required.

Should the board fail to receive a license holder's renewal form and appropriate fee within 30 days of the license expiration date, or if the license has been revoked or not renewed by the board the applicant shall be required to reinstate the license. Applicants for reinstatement of a manufacturer's license shall continue to meet all the qualifications for licensure set forth in Article 1 (13 VAC 6-20-20 et seq.) of this part. Applicants for reinstatement of a dealer's license shall continue to meet all the qualifications for licensure set forth in Article 2 (13 VAC 6-20-50 et seq.) of this part. Applicants for reinstatement of a broker's license shall continue to meet all qualifications for licensure set forth in Article 3 (13 VAC 6-20-90 et seq.) of this part. Applicants for reinstatement of a salesperson's license shall continue to meet all qualifications for licensure set forth in Article 4 (13 VAC 6-20-130 et seq.) of this part.

13 VAC 6-20-202. Reinstatement fees.

Each check, money order, credit card, and other approved electronic payment of fee shall be made payable to the "Treasurer of Virginia" or applicable state agency. In the event that a check, money draft, credit card, or similar instrument for payment of a required fee is not honored by the bank or financial institution named, the applicant shall be required to remit fees sufficient to cover the original fee, plus an additional processing charge set by the department. The following reinstatement fees shall be submitted by the applicant with the reinstatement application:

1. Manufacturer's fee	\$750*
2. Dealer's fee	\$300*
3. Broker's fee	\$300*
4. Salesperson's fee	\$225*
*Includes the renewal fee listed in 13 VAC 6-20-200	

The date on which the reinstatement application and fee is received by the department shall determine whether the licensee is eligible for reinstatement or must apply for a new license and meet the license requirements in place at the time of that application. Licenses that have been expired for a year or more from date of expiration are not eligible for reinstatement. An application for a new license must be submitted.

13 VAC 6-20-203. Status of the license during the period prior to reinstatement.

A manufacturer, dealer, broker, or salesperson who reinstates his license shall be regarded as having been continuously licensed without interruption, shall remain under the full disciplinary authority of the board during this period, and may be held accountable for his activities during this period. Any person who suffers a loss or damage by an act of a regulant that constitutes a violation of this chapter during the period between the expiration of the license and the reinstatement of the license shall not be prohibited from filing a claim for recovery from the Manufactured Housing Transaction Recovery Fund.

A regulant who fails to reinstate his license shall be regarded as unlicensed from the expiration date of the license forward.

Nothing in this chapter shall divest the board of its authority to discipline a regulant for a violation of the law or regulations during the period of time for which the regulant was licensed.

13 VAC 6-20-204. Board discretion to deny reinstatement.

Failure to timely pay any monetary penalty, reimbursement of costs or other fee assessed by consent order or final order shall result in delaying or withholding services provided by the department such as, but not limited to, renewal, reinstatement, or processing of a new application. The board may deny reinstatement of a license for the same reasons as it may refuse initial or renewal licensure or to discipline a regulant.

**Part III
Dealer or Manufacturer Sales
Agreements**

13 VAC 6-20-210. Filing of dealer or manufacturer sales agreements; contents.

A. Each licensed manufacturer shall file with the board a true copy of each new, amended, modified, or different form of dealer/manufacturer sales agreement to be offered to a dealer or prospective dealer in the Commonwealth prior to the date the sales agreement is offered.

The department shall review the form for terms inconsistent with the requirements of this chapter. Any forms found to contain inconsistent terms shall be reported to the board for review and notification. The department shall notify the manufacturer of the inconsistent terms and its report to the board.

B. The sales agreement between the manufacturer and the dealer shall not include terms that are contrary to, prohibited by, or otherwise inconsistent with the requirements of this chapter.

C. The manufacturer shall include in any sales agreement with a dealer the following language or words to that effect.

“If any provision herein contravenes the laws or regulations of Virginia or denies access to the procedures, hearings or remedies provided by the laws or regulations of Virginia, such provision shall be deemed to be modified to conform to those laws and regulations, and all other terms and provisions of the agreement shall remain in full force.”

13 VAC 6-20-220. Coercion of dealer by manufacturer prohibited.

A. A manufacturer shall not coerce or attempt to coerce any dealer or prospective dealer to sell, assign, or transfer any sales contract obtained by the dealer for any manufactured home produced by the manufacturer, to a specified finance company or class of finance companies or to any other specified persons by any of the following:

1. By any statement, suggestion, promise or threat that the manufacturer will in any manner benefit or injure the dealer, whether the statement, suggestion, threat, or promise is express or implied or made directly or indirectly.

2. By any act that will benefit or injure the dealer.

3. By any contract, or any express or implied offer of contract, made directly or indirectly to the dealer, for handling the manufactured home on the condition that the dealer sell, assign, or transfer his sales contract on the manufactured home to a specified finance company or class of finance companies or to any other specified persons.

4. By any express or implied statement or representation made directly or indirectly that the dealer is under any obligation to sell, assign, or

transfer any of his sales contracts because of any relationship or affiliation between the manufacturer and the finance company or persons.

B. A manufacturer shall not coerce or attempt to coerce any dealer to accept delivery of any manufactured home or homes, parts or accessories which have not been ordered by the dealer.

C. A manufacturer shall not coerce or attempt to coerce any dealer to enter into an agreement with the manufacturer, or do any other act unfair to the dealer, by threatening to cancel any sales agreement existing between the manufacturer and the dealer.

D. A manufacturer shall not coerce or attempt to coerce any dealer to join, contribute to, or affiliate with any advertising association.

E. A manufacturer shall not require or otherwise coerce a dealer to under utilize a dealer's facilities.

13 VAC 6-20-230. Grant, transfer, succession to and cancellation of dealer or manufacturer sales agreements; delivery of homes, parts, accessories.

A. Prior to granting an additional dealer or manufacturer sales agreement for a particular line or manufactured home in a relevant market area in which a dealer or dealers are already located, a manufacturer shall notify, in writing, all other dealers in the line of homes in that relevant market area. Any dealer in the same line of homes in the relevant marketing area may request a conference or hearing before the board within 30 days of receipt of the manufacturer's notice of intention to establish the additional dealer or manufacturer sales agreement. The additional sales agreement may be established at the proposed site if, after the conference or hearing, the board determines that there is reasonable evidence that after the grant of the new sales agreement, the market will support all of the dealers in that line of homes in the relevant market area.

Establishing a dealer or manufacturer sales agreement in a relevant market area to replace a dealer that has ceased operation shall constitute the establishment of a new dealer or manufacturer sales agreement subject to the terms of this section.

EXCEPTIONS:

1. The relocation of an existing dealer within that dealer's relevant market area if the relocation site is to be more than 25 miles from any other dealer in the same line of homes.

2. The relocation of an existing dealer within that dealer's relevant market area if the relocation site will be further away from all other dealers of the same line of homes in that relevant market area than the relocating dealer's current site.

3. The relocation of an existing dealer within two miles of that dealer's current site.

B. A dealer shall give written notice to the manufacturer at least 90 days prior to the sale, assignment, or transfer of the dealer or manufacturer sales agreement. The notice shall include the identity, financial ability, and qualifications of the proposed transferee. The sale or transfer to the sales agreement or business shall not involve a relocation of the sales agreement without the manufacturer's consent. The manufacturer shall not prevent or refuse to approve the sale or transfer to the ownership of a dealer by the sale of the business, stock transfer, or otherwise, or the sale, transfer, or assignment of a dealer or manufacturer sales agreement or a change in the executive management or principal operator of the dealership, unless the manufacturer provides written notice to the dealer of its objections and the reasons therefor at least 30 days prior to the proposed effective date of the sale, transfer, assignment, or change. The dealer shall have 30 days from receipt of the manufacturer's objection to file a written request for a conference or hearing by the board. At the conference or hearing, the manufacturer and the dealer shall be allowed to present their reasons for and objections to the sale or transfer. The board shall determine whether the manufacturer's objection to the sale, assignment, transfer or change of the dealership is reasonable or unreasonable. The sale, transfer, assignment or change of the dealer or manufacturer sales agreement shall be allowed if the board determines the objection is unreasonable.

C. A dealer shall be allowed to designate a member of his family as a successor to the dealer or manufacturer sales agreement in the event of the death or incapacity of the dealer by providing written notice to the manufacturer of the identity, financial ability, and qualifications of

the members of the family designated as successor. The manufacturer shall have the right to prevent or refuse to honor the succession to the sales agreement by notifying the family member in writing of its objections and of the person's right to request a conference or hearing on the matter before the board. The dealer shall have 30 days from receipt of the manufacturer's notice to file a written request to the board for a conference or hearing. At the conference or hearing, the dealer and manufacturer shall be allowed to present their reasons for and objections to the succession. The board shall determine if the manufacturer's objection to the succession is reasonable. The designated succession shall be allowed if the board determines the manufacturer's objection is unreasonable.

D. A dealer or manufacturer sales agreement may be cancelled or terminated at any time by mutual consent.

E. A manufacturer may terminate, cancel or refuse to renew the sales agreement of a dealer with good cause. At least 60 days prior to the effective date of such termination, cancellation, or the expiration date of the sales agreement the manufacturer shall give written notice of his intentions to the dealer and the board, setting forth the specific grounds for the action. Within the 60-day period, the dealer may request, in writing, a conference or hearing before the board to determine if there is a good cause for the termination, cancellation, or nonrenewal of the sales agreement. When the dealer has requested a board conference or hearing, the sales agreement in question shall continue in effect until the board issues a finding of good cause for the action.

If a manufacturer neither advises a dealer that it does not intend to renew a sales agreement nor takes any action to renew a sales agreement beyond its expiration date, the sales agreement in question shall continue in effect on the terms last agreed to by the parties.

A manufacturer may provide written notice of termination, cancellation or nonrenewal to a dealer not less than 15 days prior to the effective date of such termination, cancellation or nonrenewal when the grounds for such action are any of the following:

1. Insolvency of the dealer or filing of any petition by or against the dealer, under any bankruptcy or receivership law, leading to liquidation or which is intended to lead to liquidation of the dealer's business.

2. Failure of the dealer to conduct its customary sales and service operations during its established business hours for 10 consecutive business days, except where the failure results from acts of God or circumstances beyond the direct control of the dealer.

3. Revocation of any license which the dealer is required to have to operate a dealership.

4. Conviction of the dealer or any principal of the dealer of a felony, during the term of the sales agreement.

F. The change or discontinuance of a marketing or distribution system of a particular line of manufactured homes by a manufacturer, while the name identification of the home is continued in substantial form by the same or different manufacturer may be considered to be a sales agreement termination, cancelation, or nonrenewal. A manufacturer shall provide continued parts and service support to a dealer for a discontinued line of homes for at least five years from the date of such discontinuance.

13 VAC 6-20-240. Dealer or manufacturer sales agreement warranties.

Any warranty agreements or contracts included in the sales agreement shall comply with the warranty and service requirements of Part V of this chapter (13 VAC 6-20-310 et seq.).

13 VAC 6-20-260 Conferences, hearings and other remedies.

A. In every case of a conference or hearing before the board authorized by this chapter, the board shall give reasonable notice of each conference or hearing to all interested parties. The board's decision shall be binding on the parties, subject to the rights of judicial review and appeal.

Conferences or hearings before the board under this part shall commence with 90 days of the request for the conference or hearing. The board's decision shall be rendered within 60 days from the conclusion of the conference or hearing.

B. The board shall initiate investigations, conduct conferences or hearings, and determine the rights of parties under this part whenever they are provided sufficient information indicating a possible violation of this part or this chapter.

C. For purposes of any matter brought to the board under 13 VAC 6-20-230 in which the board is to determine whether there is good cause for a proposed action or whether it would be unreasonable under the circumstances, the board shall consider:

1. The volume of the affected dealer's business in the relevant market area;

2. The nature and extent of the dealer's investment in its business;

3. The adequacy of the dealer's service facilities, equipment, parts supplies, and personnel;

4. The effect of the proposed action on the community;

5. The extent and quality of the dealer's service under warranties in Part V of this chapter (13 VAC 6-20-310 et seq.)

6. The dealer's performance under the terms of its dealer/manufacturer sales agreement,

7. Other economic and geographical factors reasonably associated with the proposed action; and

8. The recommendations, if any, of the department personnel requested to investigate the matter.

**Part IV
Advertising**

13 VAC 6-20-270. Prohibited practices.

For purposes of this part and this chapter, the following regulated advertising practices by manufacturers, dealers, brokers, or salespersons are prohibited and shall be considered by the board to be unfair methods of competition or unfair or deceptive commercial acts or practices:

1. Advertising a manufactured home as a "new manufactured home" when the home does not meet all of the requirements, for the definition of a new manufactured home in 13 VAC 6-20-10.

2. Advertising a used manufactured home by misleading or confusing terms rather than "used" or such other term that is clearly understood to mean that the home is used. Once title has been issued to a purchaser by the Department of Motor Vehicles, the home is considered as a used home and must be advised as such.

3. Advertising finance charges or other interest rates when there are costs to buy down the charges or rates which are passed on to the buyer, in whole or in part.

4. Advertising terms conditions and disclosures which are not stated clearly and conspicuously. An asterisk or other reference symbol may be used to point to a disclaimer or other information, but the disclaimer shall not contradict or change the meaning of the advertised statement.

5. Advertising a "sale" when the expiration date is not clearly and conspicuously stated.

6. Advertising which uses terms such as "at cost," "below cost," or "dollars off cost." Terms such as "invoice price" or "dollars over invoice" may be used, provided the invoice referred to is the manufacturer's original factory invoice which is available for customer inspection upon request.

7. Advertising a policy as match or better a competitor's price when the terms of the offer are not specific and verifiable. Any such advertisement shall fully disclose, as a part of the ad, any material or significant conditions which must be met or the evidence the buyer must present to take advantage of the offer.

8. Advertising which includes "dealer rebates" or "manufacturer's rebate."

9. Advertising any "free" or "at no cost" (or other words to that effect) offers or equipment or accessories in a negotiated sale. No equipment or accessory shall be described as "free" or "at cost" if its cost or any part of its cost is included in the price of the home, or if the home can be purchased for a lesser price without accepting the fee offer, or if a purchase is required in order to receive the free offer.

10. Advertising which is determined to be "bait advertising" such as advertising homes, equipment, accessories or prices which are not available at the dealer's business location, or advertising homes of a specific price but having available for sale only homes equipped with dealer added cost options which increase the selling price above the advertised price. If any home is available only by order, then that shall be clearly and conspicuously disclosed in the advertisement.

11. Advertising a "repossessed" manufactured home which has not been previously sold, titled and then taken back from the buyer. Proof of repossession shall be provided by the advertiser upon request.

12. Advertising special dealer arrangements such as "manufacturer's outlet," "factory authorized outlet," and "factory wholesale outlet." Any term that gives the buyer the impression the dealer has a special arrangement with the manufacturer compared to similarly situated dealers is misleading and shall be prohibited. The term "factory authorized dealer" shall be an acceptable term for advertising purposes.

13. Advertising the length of a manufactured home as including the towing assembly or hitch.

14. Advertising in any newspaper, periodical or sign which omits the name of the firm from the advertisement.

13 VAC 6-20-280. Records retention.

Advertisers shall maintain a copy of all media advertising for a period of not less than 60 days after the expiration date of the advertisement. For the purposes of this section, the expiration date of the advertisement shall be the last date the advertisement runs or the expiration date of the advertised sale, whichever is later.

13 VAC 6-20-290. Violations; penalties.

A. The first violation of any regulated advertising practice may, at the discretion of the board, be addressed by a written warning to the regulant, by certified mail, advising the regulant of the prohibited conduct and the possible actions by the board if such conduct is continued or repeated.

B. Any violation of regulated advertising practices in this part may be considered as prohibited conduct under 13 VAC 6-20-170 and subject to the board's actions contained therein.

13 VAC 6-20-300. Conferences or hearings.

Conferences or hearings on any complaint or notice of violation of advertising practices contained in this part shall be conducted according to the procedures established in 13 VAC 6-20-190.

Part V

Warranty, Service and Alterations

13 VAC 6-20-310. Warranties; provisions.

A. Each manufacturer located in or outside of the Commonwealth delivering in or shipping into the

Commonwealth manufactured homes for sale shall issue with each new home a warranty to the buyer, in writing, setting forth the following terms.

1. That all structural elements; plumbing systems; heating, cooling (if any), and fuel burning systems; electrical systems; and any other components included by the manufacturer are manufactured and installed free from defect.

2. That the manufacturer shall take appropriate corrective action at the site of the manufactured home, except for components which can be removed for service without undue inconvenience to the buyer, in instances of defects which become evident after the date of delivery of the home to the buyer, provided the buyer gives notice to the defects to the manufacturer at the manufacturer's business address.

3. That the manufacturer shall take such actions deemed necessary as ordered by the board under this chapter.

B. Each dealer located in or outside of the Commonwealth selling or delivering manufactured homes to buyers in the Commonwealth shall issue with each manufactured home a warranty to the buyer, in writing, setting forth the following terms;

1. That any modifications or alterations made to the home by the dealer or authorized by the dealer are free from defects. Alterations or modifications made by the dealer, without written permission of the manufacturer, shall relieve the manufacturer of the warranty requirements of subsection A of this section for the item altered or modified and any damage resulting from the alteration or modification.

2. That set-up operation performed by the dealer or by persons under contract to the dealer on the manufactured home is completed in compliance with the applicable code requirements for the installation of manufactured homes.

3. That during the course of transportation and set-up operations performed by the dealer or by persons under contract to the dealer, any defects which may occur with the manufactured home will be corrected properly.

4. That the dealer shall take appropriate corrective action at the site of the manufactured home, except for components which can be removed for service without undue inconvenience to the buyer, if such

defects become evident after the date of delivery of the home to the buyer, provided the buyer gives notice of the defects to the dealer at the dealer's place of business.

5. That the dealer shall take such actions deemed necessary as ordered by the board under this chapter.

C. Any warranties generally offered by suppliers in the ordinary sale of their products to consumers shall be extended to buyers of manufactured homes. The warranty by the manufacturer of the home shall remain in effect notwithstanding the existence of the suppliers' warranty.

D. The regulant's warranty shall be in addition to, and not in detracting of, all other rights and privileges which the buyer may have under any other law or regulation. The regulant shall not require the buyer to waive his rights under this part and any such waiver shall be deemed contrary to public policy and shall be unenforceable and void.

13 VAC 6-20-320. Duration of warranties.

All warranties provided by regulants as required by 13 VAC 6-20-310 shall be for a period of not less than 12 months, measured from the date of delivery of the home to the buyer.

13 VAC 6-20-330. Presenting warranty claims.

To invoke a regulant's warranty under 13 VAC 6-20-310, the buyer shall notify the regulant within a reasonable time after discovering the defect and not later than 90 days after the expiration of the stated term of the warranty. The Regulant shall make a record of the name and address of each claimant and the date, substance, and disposition of each claim about the defect. The Regulant may request that a warranty claim be made in writing; however, the regulant shall record any claim received as noted above and shall not delay service pending receipt of the written claim.

13 VAC 6-20-340. Service agreements; determination of responsible party.

A. If a service agreement exists between or among the manufacturer, the dealer, and the supplier to provide warranty services on a manufactured home, the service agreement shall specify which of the

regulants shall be the responsible party for remedying defects reported in the home. All service agreements shall be in writing. No service agreement shall relieve a regulant, determined by the board to be the responsible party for remedying the defect, of the responsibility for performing warranty service; however, any regulant accepting the responsibility to perform the warranty service obligations of other regulants under the service agreement shall be responsible to both the buyer and the other Regulant to perform adequate warranty service.

B. If there is no warranty or service agreement between or among the regulants, the board shall have the authority to designate the responsible party for each defect given in the claim. The board may use reports and recommendations from the department staff investigating consumer complaints under the applicable provisions of the Code or may request staff to make a specific on-site inspection to determine the responsible party for remedying the defect.

C. If a warranty claim is made to a regulant that is not the responsible party for remedying the defect, that regulant shall immediately notify the claimant, in writing of that fact, and shall also notify, in writing of that fact, and shall also notify, in writing, the regulant that is the responsible party for the defect, forwarding to the responsible party all available information about the claimant and the substance of the warranty claim.

D. If a defect is the responsibility of more than one regulant, each regulant shall be deemed to be a responsible party for the defect. A responsible party shall not fail to remedy defects because other regulants may also have joint responsibility for the defect or defects; however, nothing in this chapter shall prevent a responsible party from obtaining compensation by way of contribution or subrogation from another responsible party accordance with any other provision of law contracts between the regulants.

E. If a regulant corrects a defect under a warranty claim and the board determines that the regulant is not the responsible party, then that regulant shall be entitled to reasonable compensation for the warranty service performed. The compensation shall be from the responsible party for the defect.

F. It shall be a violation of this part for a regulant to coerce or require a nonresponsible party to perform warranty service under this chapter.

Any regulant or responsible party may file a complaint to the board if warranty service obligations under this chapter are not being completed or enforced.

13 VAC 6-20-350. Warranty service; time limits; rejection of claim.

A. Any defect which is determined to be an imminent safety hazard to life and health shall be remedied within three days of receipt of the written notice of the warranty claim. Defects which may be considered as imminent safety hazards to life and health include, but are not limited to, any of the following:

1. Inadequate heating in freezing weather.
2. Failure of sanitary facilities.
3. Electrical shock hazards.
4. Leaking gas.
5. Major structural failure.

The board may suspend this three-day time period in the event of widespread defects or damage resulting from adverse weather conditions or other natural disasters.

B. All other defects shall be remedied within 45 days of receipt of the written notice of the warranty claim unless a bona fide reason exists for not remedying the defect within the time period. If the responsible party has a bona fide reason for not meeting the 45-day time period, he shall respond to the claimant in writing, with a copy to the board, explaining the reason or reasons and stating what further action is contemplated regarding the warranty service.

C. Department staff handling consumer complaints under the Code shall also review the complaints for warranty service obligations under this part, and shall make initial determinations of defects and imminent safety hazards to life and health as defined by the Code. Any disagreements between department staff and regulants or responsible parties regarding these determinations shall be resolved by the board. If a regulant or responsible party disputes the determination of an imminent safety hazard to life or health by the staff and asks for a ruling by the board, the three-day time period for remedying the hazard shall not be enforced unless the board agrees to the determination. If the board determines that the defect is an imminent safety hazard, it shall immediately notify the responsible party of the determination. The responsible party shall have three days from receipt of this notice to remedy the hazard.

D. Within the time limits specified in subsections A and B of this section, the responsible party shall either resolve the claim or determine that it is not justified. Whenever a regulant determines that a claim for warranty service is not justified, in whole or in part, he shall immediately notify the claimant in writing that the claim or a part of the claim is rejected. This notice shall explain to the claimant why the claim or specific parts of the claim are rejected and that the claimant is entitled to complain or file an appeal to the board. The notice shall provide the claimant with the complete address of the board.

13 VAC 6-20-360. Records; available to board.

The board or the board's representative shall be authorized to inspect the pertinent service records of a manufacturer, dealer supplier, or broker relating to a written warranty claim or complaint made to the board regarding that manufacturer, dealer, supplier, or broker. Such inspections shall be allowed by the regulant during reasonable business hours. Upon request by the board, every regulant shall send to the board within 10 days a true copy of any and all documents or records pertinent to the claim for service or complaint.

13 VAC 6-20-370. Alterations; by dealer or by owner.

A. Unless authorized by this chapter or by the manufacturer, a dealer shall not make any alterations or modifications to a manufactured home after shipment from the manufacturer's facility. If a dealer performs an unauthorized alteration or modification in or to a manufactured home, the dealer then shall bear primary warranty responsibility for the altered or modified item or items. If the manufacturer remedies or is required by the board to remedy any warranty claim on the altered or modified item or items, then that manufacturer shall be entitled to recover damages in the amount of his costs, including attorney's fees, from the dealer responsible for the alteration or modification.

B. Unless authorized by the manufacturer, the owner or person or persons working for the owner shall not make alterations or modifications to a manufactured home after shipment from the manufacturer's facility. Any unauthorized alteration or modification made by the owner or person or persons working for the owner shall relieve the manufacturer of the responsibility to remedy any defects caused by such alteration or modification.

All manufacturers shall display clearly and conspicuously on the fact of their warranty to the buyer a statement explaining that the owner shall be responsible for remedying any defects caused by unauthorized alterations or modifications done by the owner or person or persons working for the owner. The statement shall also include a warning specifying any alterations or modifications which should be performed only by qualified personnel in order to preserve their warranty protection.

13 VAC 6-20-380. Qualifications of personnel performing alterations.

All persons responsible for performing alterations under this part shall be deemed "qualified personnel" only when approved or certified by the manufacturer of the home.

**Part VI
Miscellaneous Provisions**

13 VAC 6-20-390. Set-up requirements; effect on insurance policies.

A. Manufactured homes shall be set-up in accordance with the Code.

B. 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 home was not set-up in the manner required by this section, the insurer issuing the home owner's insurance policy on the 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.

13 VAC 6-20-400. Limitation on damages retained by dealer; disclosure to buyer.

A. If a buyer fails to accept delivery of a manufactured home, the dealer may retain actual damages from the buyer's deposit according to the following terms:

1. If the manufactured home is a single section unit and is in the dealer's stock and is not specially ordered from the manufacturer for the buyer, the maximum retention shall be \$1,000.00.

2. If the manufactured home is a single section unit and is specially ordered from the manufacturer for the buyer, the maximum retention shall be \$2,000.

3. If the manufactured home is larger than a single section unit in the dealer's stock and is not specially ordered for the buyer, the maximum retention shall be \$4,000.

4. If the manufactured home is larger than a single section unit and is specially ordered for the buyer from the manufacturer, the maximum retention shall be \$7,000.

B. A dealer shall provide a written disclosure to the buyer at the time of the sale of a manufactured home alerting the buyer to the actual damages that may be accessed of the buyer by the dealer, as listed in subsection A of this section, for failure to take delivery of the manufactured home as purchased.

13 VAC 6-20-410. Other remedies not excluded.

Nothing in this chapter, nor any decision by the board, shall limit any right or remedy available to the buyer through common law or under any other statute.

**Part VII
Transaction Recovery Fund**

13 VAC 6-20-420. Recovery fund established; assessments.

A. In accordance with § 36-85.31 of the Code of Virginia, the board shall establish a Manufactured Housing Transaction Recovery Fund. Any manufacturer, dealer, broker or salesperson licensed by the board under this chapter to operate in the Commonwealth of Virginia shall pay an initial assessment fee for the following amount into the fund:

1. Manufacturer -- \$4,000 for each separate manufacturing facility payable in one installment or \$4,400 payable at \$2,200 per year for two years.
2. Dealer -- \$500 per retail location
3. Broker -- \$500 per sales office
4. Salesperson -- \$50 per individual.

B. After the initial assessments have been paid, the board shall review the balance in the fund. In accordance with § 36-85.31 of the Code of Virginia, the minimum balance of the fund shall be \$250,000. If the initial assessments fail to achieve this minimum balance, or if future payments from the fund deplete the fund below this minimum balance, the board shall set and collect reassessment fees to achieve and maintain this minimum balance. Before setting any reassessments, the board shall notify all regulants at least 30 days prior to any meeting to set reassessment fees, advising the regulants of the purpose of the meeting and the regulants' opportunity to provide comments and suggestions prior to and at the meeting. Failure to pay any reassessment fees assessed by the board shall result in suspension of the regulant's license until such time as the regulant pays the reassessment fee.

C. All initial assessments and reassessments collected by the board under this chapter shall be deposited in an interest earning, special fund account by the State Treasurer in accordance with § 36 -85.31 of the Code of Virginia. The board shall make appropriations from the fund in accordance with the express purposes set forth in Chapter 4.2 (§§ 36-85.16 et seq.) of Title 36 of the Code of Virginia and this chapter. Interest earned on the deposits of the fund shall accrue to the fund or may be used by the board to provide educational programs about manufactured homes to consumers.

13 VAC 6-20-430. Filing claims; investigations; conference or hearing on claim.

A. Any person who suffers any loss or damage by an act of a regulant that constitutes a violation of this law or this chapter shall have the right to file a claim for recovery from the fund. The department shall provide forms for filing claims. As a minimum, the following information shall be furnished with the claim:

1. The names and addresses of the regulants involved in the claim.
2. The identification of the home including the serial number, HUD label number or numbers, and model designations.
3. A complete explanation of the issues or actions which constitute the basis for the claim, along with copies of pertinent documents.

4. The name, address and telephone number of the claimant and the location of the home if different from the claimant's address.

B. Upon receipt of a claim, the board shall review the claim and may conduct, or cause to be conducted, an on-site inspection of the home. All regulants involved in a claim shall be notified of any on-site inspections by the board or the department under this chapter and shall be requested to have a representative present during the inspection. The person or persons conducting the inspection for the board or the department shall prepare a written report of the findings of the inspection, citing any defects or violations of the Code or this chapter with a reference to the specific section of the Code or regulation which serves as the basis for the violation, and identifying the regulant responsible for the defect or violation. Copies of this report shall be provided to the regulants, the claimant, and the board.

C. The board shall hold a conference or hearing on a claim for damages. The board, or the department acting on the board's behalf, shall send written notice of the conference or hearing to all involved regulants, stating the purpose of the conference or hearing and the time and place of the conference or hearing and the time and place of the conference or hearing. The notice shall be sent to the regulant or regulants at least 15 calendar days prior to the date of the conference or hearing. The notice shall be sent by certified mail to the address of the regulant or regulants, as shown on the license or other record or information in possession of the board. The conference or hearing shall be conducted by the board according to the applicable provisions of the Administrative Process Act and shall be open to the public. The regulant or regulants shall have the right to be heard in person or by counsel, and to provide evidence and witnesses on his behalf.

D. After the conference or hearing, if the board finds that the person has suffered a loss or damages due to the acts of a regulant that constitute a violation of this chapter, the board shall determine the amount of damages to be awarded to the claimant. The amount of damages awarded by the board shall be limited to actual compensatory damages and shall not include attorney's fees for representation before the board. The board shall order the responsible manufacturer, dealer, broker, or salesperson to pay the awarded amount to the claimant.

The board's written order shall be sent by certified mail to the regulant responsible for paying the awarded amount. Within 30 days of receipt of the board's decision, the responsible regulant shall pay the awarded amount to the claimant, unless an appeal is pending.

13 VAC 6-20-440. Appeals of the board's decision.

Appeals of the decision of the board shall be to a circuit court with jurisdiction in the Commonwealth. The appeal shall be filed by the regulant within 30 days of the date of the board's order, and shall stay the board's order for payment of the awarded amount. Neither the regulant nor the board shall be required to pay damages to the claimant until such time as the final order of the court is issued. In accordance with § 36-85.35 of the Code of Virginia, the court may award reasonable attorney's fees and court costs to be paid by the recovery fund.

13 VAC 6-20-450. Payment of damages; limitations; conditions.

A. If a regulant has not paid the awarded amount within 30 days as provided in 13 VAC 6-20-430 or filed an appeal to the circuit court as provided in 13 VAC 6-20-440, the board shall, upon request of the claimant pay the awarded amount to the claimant from the recovery fund under the following conditions:

1. The maximum claim of one claimant against the fund because of a single or multiple violations by one or more regulants shall be limited to \$40,000;
2. The fund balance is sufficient to pay the awarded amount;
3. The claimant has assigned the board all rights and claims against the regulant; and
4. The claimant agrees to subrogate to the board all rights of the claimant to the extent of payment.

B. The aggregate amount of claims paid from the fund for violations by any one regulant during any license period shall be as follows:

1. For a manufacturer -- \$75,000.
2. For a dealer -- \$35,000.

3. For a broker -- \$35,000.

4. For a salesperson -- \$25,000.

If the board has reason to believe there may be additional claims against the fund from other transactions by the same regulant, the board may withhold any payments involving that regulant from the fund for a period of not more than one year from the date the board approved the original claimant's award. After this one-year period, if the aggregate of claims against the same regulant exceeds the limitations of this section, the aggregate amount shall be prorated by the board among the claimants and paid from the fund in proportion to the amounts of their awards remaining unpaid.

The amount of damages awarded by the Board shall be limited to actual, compensatory damages and shall not include attorney's fees for representation before the Board.

13 VAC 6-20-460. Revocation of license.

Upon payment to a claimant from the fund, the board shall immediately revoke the license of the regulant whose conduct resulted in the payment from the fund. Any regulant whose license is revoked under this section shall not be eligible to apply for a new license renewal, or reinstatement of license until he has repaid the fund the full amount of the payments from the fund on his amount, plus interest, calculated at the rate of interest the recovery fund was earning at the time of the payment from the fund.

13 VAC 6-20-470. Other disciplinary action not voided.

The board may take other disciplinary actions against any regulant for any violation of Chapter 4.2 (§§ 36-85.16 et seq.) of Title 36 of the Code of Virginia, or this chapter. Full repayment of the amount paid from the fund for the regulant's actions shall not nullify, modify or prohibit the affect of any disciplinary proceeding by the board against that regulant for any violation.

ADDENDUM I

Manufactured Housing Licensing and Transaction Recovery Fund Law

Article 1.

Licensing of Manufactured Housing Industry

§ 36-85.16. Definitions.

As used in this chapter, unless a different meaning or construction is clearly required by the context:

"Board" means the Virginia Manufactured Housing Board.

"Buyer" means the person who purchases at retail from a dealer or manufacturer a manufactured home for personal use as a residence or other related use.

"Claimant" means any person who has filed a verified claim under this chapter.

"Code" means the appropriate standards of the Virginia Uniform Statewide Building Code and the Industrialized Building and Manufactured Home Safety Regulations adopted by the Board of Housing and Community Development and administered by the Department of Housing and Community Development pursuant to the National Manufactured Housing Construction and Safety Standards Act of 1974 for manufactured homes.

"Defect" means any deficiency in or damage to materials or workmanship occurring in a manufactured home which has been reasonably maintained and cared for in normal use. The term also means any failure of any structural element, utility system or the inclusion of a component part of the manufactured home which fails to comply with the Code.

"Department" means the Department of Housing and Community Development.

"Director" means the Director of the Department of Housing and Community Development, or his designee.

"Fund" or "recovery fund" means the Virginia Manufactured Housing Transaction Recovery Fund.

"Manufactured home" means a structure constructed to federal standards, transportable in one or more sections, which, in the traveling mode, is 8 feet or more in width and is 40 feet or more in length, or when erected on site, is 320 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein.

"Manufactured home broker" or "broker" means any person, partnership, association or corporation, resident or nonresident, who, for compensation or valuable consideration, sells or offers for sale, buys or offers to buy, negotiates the purchase or sale or exchange, or leases or offers to lease used manufactured homes that are owned by a party other than the broker.

"Manufactured home dealer" or "dealer" means any person, resident or nonresident, engaged in the business of buying, selling or dealing in manufactured homes or offering or displaying manufactured homes for sale in Virginia. Any person who buys, sells, or deals in three or more manufactured homes in any 12-month period shall be presumed to be a manufactured home dealer. The terms "selling" and "sale" include lease-purchase transactions. The term "manufactured home dealer" does not include banks and finance companies that acquire manufactured homes as an incident to their regular business.

"Manufactured home manufacturer" or "manufacturer" means any persons, resident or nonresident, who manufacture or assemble manufactured homes for sale in Virginia.

"Manufactured home salesperson" or "salesperson" means any person who for compensation or valuable consideration is employed either directly or indirectly by, or affiliated as an independent contractor with, a manufactured home dealer, broker or manufacturer to sell or offer to sell, or to buy or offer to buy, or to negotiate the purchase, sale or exchange, or to lease or offer to lease new or used manufactured homes.

"New manufactured home" means any manufactured home that (i) has not been previously sold except in good faith for the purpose of resale, (ii) has not been previously occupied as a place of habitation, (iii) has not been previously used for commercial purposes such as offices or storage, and (iv) has not been titled by the Virginia Department of Motor Vehicles and is still in the possession of the original dealer. If the home is later sold to another dealer and then sold to a consumer within two years of the date of manufacture, the home is still considered new and must continue to meet all state warranty requirements. However, if a home is sold from the original dealer to another dealer and it is more than two years after the date of manufacture, and it is then sold to a consumer, the home must be sold as "used" for warranty purposes. Notice of the "used" status of the manufactured home and how this status affects state warranty requirements must be provided, in writing, to the consumer prior to the closing of the sale.

"Person" means any individual, natural person, firm, partnership, association, corporation, legal representative, or other recognized legal entity.

"Regulant" means any person, firm, corporation, association, partnership, joint venture, or any other legal entity required by this chapter to be licensed by the Board.

"Responsible party" means a manufacturer, dealer, or supplier of manufactured homes.

"Set-up" means the operations performed at the occupancy site which render a manufactured home fit for habitation. Such operations include, but are not limited to, transportation, positioning, blocking, leveling, supporting, anchoring, connecting utility systems, making minor adjustments, or assembling multiple or expandable units. Such operations do not include lawful transportation services performed by public utilities operating under certificates or permits issued by the State Corporation Commission.

"Substantial identity of interest" means (i) a controlling financial interest by the individual or corporate principals of the manufactured home broker, dealer, or manufacturer whose license has been revoked or not renewed or (ii) substantially identical principals or officers as the manufactured home broker, dealer, or manufacturer whose license has been revoked or not renewed by the Board.

"Supplier" means the original producer of completed components, including refrigerators, stoves, water heaters, dishwashers, cabinets, air conditioners, heating units, and similar components, and materials such as floor coverings, panelling, siding, trusses, and similar materials, which are furnished to a manufacturer or a dealer for installation in the manufactured home prior to sale to a buyer.

"Used manufactured home" means any manufactured home other than a new home as defined in this section.

1991, c. 555; 1992, c. 223; 1994, c. [671](#); 2005, c. [430](#); 2008, c. [350](#).

The chapters of the acts of assembly referenced in the historical citation at the end of this section may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

§ 36-85.16:1. Certified mail; subsequent mail or notices may be sent by regular mail.

Whenever in this chapter the Board, the Director, or the Department is required to send any mail or notice by certified mail and such mail or notice is sent certified mail, return receipt requested, then any subsequent, identical mail or notice that is sent by the Board, the Director, or the Department may be sent by regular mail.

2011, c. [566](#).

The chapters of the acts of assembly referenced in the historical citation at the end of this section may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

§ 36-85.17. Manufactured Housing Board created; membership.

A. There is hereby created the Virginia Manufactured Housing Board within the Department of Housing and Community Development. The Board shall be composed of nine members, eight of whom shall be nonlegislative citizen members

appointed by the Governor subject to confirmation by the General Assembly and one of whom shall be the Director, who shall serve ex officio. The appointed members shall include two manufactured home manufacturers, two manufactured home dealers, and four members representing the public who have knowledge of the industry.

B. The Board shall elect from its members a chairman and a vice-chairman for terms of two years. The members of the Board shall serve for terms of four years. In the event of any vacancy, the Governor shall appoint a replacement to serve the unexpired term. The ex officio member shall serve a term coincident with his term of office. Meetings shall be held at the call of the chairman or whenever two members so request.

C. No member of the Board shall participate in any proceeding before the Board involving that member's own business.

1991, c. 555; 1992, c. 223; 1995, c. [33](#); 2016, c. [331](#).

The chapters of the acts of assembly referenced in the historical citation at the end of this section may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

§ 36-85.18. Powers and duties of Manufactured Housing Board.

The Virginia Manufactured Housing Board shall have the following powers and duties:

1. To issue licenses to manufacturers, dealers, brokers, and salespersons;
2. To require that an adequate recovery fund be established for all regulants;
3. To receive and resolve complaints from buyers of manufactured homes and from persons in the manufactured housing industry;
4. To promulgate regulations in accordance with the Administrative Process Act (§ [2.2-4000](#) et seq.) as are necessary to carry out the provisions of this chapter, including but not limited to the licensure of manufactured home brokers, dealers, manufacturers, and salespersons and the relicensure of manufactured home brokers, dealers, manufacturers, or salespersons after license revocation or nonrenewal;
5. To make case decisions in accordance with the Administrative Process Act as are necessary to carry out the provisions of this chapter; and
6. To levy and collect fees that are sufficient to cover the expenses for the administration of this chapter by the Board and the Department. Such fees may be levied and collected on a per unit sold basis, a percentage basis, an annual per dealer basis, or a combination thereof.

1991, c. 555; 1992, c. 223; 1994, c. [671](#); 2008, c. [350](#).

The chapters of the acts of assembly referenced in the historical citation at the end of this section may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

§ 36-85.19. License required; penalty.

A. It shall be unlawful and constitute the commission of a Class 1 misdemeanor for any manufactured home manufacturer, dealer, broker, or salesperson to be engaged in business as such in this Commonwealth without first obtaining a license from the Board, as provided in this chapter.

Application for such license shall be made to the Board at such time, in such form, and contain such information as the Board shall require, and shall be accompanied by required fees established by the Board by regulation in accordance with the Administrative Process Act (§ [2.2-4000](#) et seq.). The Board shall levy and collect fees that are sufficient to cover the expenses for the administration of this chapter by the Board and the Department. Such fees may be levied and collected on a per unit sold basis, a percentage basis, an annual per dealer basis, or a combination thereof.

In such application, the Board shall require information relating to the matters set forth in § [36-85.20](#) as grounds for refusal of a license, and information relating to other pertinent matters consistent with safeguarding the public interest. All such information shall be considered by the Board in determining the fitness of the applicant to engage in the business for which the license is sought.

All licenses that are granted shall expire, unless revoked or suspended, on the annual anniversary of the date of issuance.

Every regulant under this chapter shall obtain a renewal of a license for the ensuing year, by application, accompanied by the required fee. Upon failure to renew, the license shall automatically expire. Such license may be renewed upon payment of the prescribed renewal fee and upon evidence satisfactory to the Board that the applicant has not engaged in business as a manufactured home manufacturer, dealer, broker, or salesperson after expiration of the license and is otherwise eligible for a license under the provisions of this chapter.

Special licenses, not to exceed ten days in duration, may be issued for each temporary place of business, operated or proposed by the regulant, that is not contiguous to other premises for which a license is issued. The fee for a special license shall be established by the Board, provided that no such license shall be required for a place of business operated by a regulant that is used exclusively for storage.

B. Notwithstanding any other provisions of this chapter, the Board may provide by regulation that a manufactured home salesperson will be allowed to engage in business during the time period after applying for a license but before such license is granted.

1991, c. 555; 1992, c. 223; 1994, c. [671](#).

The chapters of the acts of assembly referenced in the historical citation at the end of this section may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

§ 36-85.20. Grounds for denying, suspending or revoking license.

A. A license may be denied, suspended, or revoked by the Board on any one or more of the following grounds:

1. Material misstatement in application for license;
2. Failure to pay required assessment to the Manufactured Housing Recovery Fund;
3. Engaging in the business of a manufactured home manufacturer, dealer, broker, or salesperson without first obtaining a license from the Board;
4. Failure to comply with the warranty service obligations and claims procedure established by this chapter;
5. Failure to comply with the set-up and tie-down requirements of the Code;
6. Having knowingly failed or refused to account for or to pay over moneys or other valuables belonging to others which have come into the regulant's possession arising from the sale of manufactured homes;
7. Use of unfair methods of competition or unfair or deceptive commercial acts or practices;
8. Failure to appear before the Board upon due notice or to follow directives of the Board issued pursuant to this chapter;
9. Employing unlicensed retail salespersons;
10. Knowingly offering for sale the products of manufacturers who are not licensed pursuant to this chapter or selling to dealers not licensed pursuant to this chapter manufactured homes which are to be sold in the Commonwealth to buyers as defined in this chapter;
11. Having had a license revoked, suspended, or denied by the Board under this chapter; or having had a license revoked, suspended or denied by a similar entity in another state; or engaging in conduct in another state which conduct, if committed in this Commonwealth, would have been a violation under this chapter;
12. Defrauding any buyer, to the buyer's damage, or any other person in the conduct of the regulant's business; or
13. Failure to comply with any provisions of this chapter.

B. The Board may revoke or deny renewal of an existing license or refuse to issue a license to any manufactured home broker, dealer, manufacturer or salesperson who is shown to have a substantial identity of interest with a manufactured home broker, dealer, or manufacturer whose license has been revoked or not renewed by the Board.

C. Any person whose license is revoked or not renewed by the Board shall not be eligible for a license under any circumstances or under any name, except as provided by regulations of the Board pursuant to § [36-85.18](#).

1991, c. 555; 1992, c. 223; 2008, c. [350](#).

The chapters of the acts of assembly referenced in the historical citation at the end of this section may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

§ 36-85.21. Notice and hearing.

The Board shall not suspend, revoke, or deny a license or refuse the renewal of a license, or impose a civil penalty, until a written notice of the complaint has been furnished to the regulant or applicant against whom the same is directed, and a hearing thereon has been held before the Board. Reasonable written notice of the time and place of the hearing shall be given to the regulant or applicant by certified mail to his last known address, as shown on the license or other record of information in possession of the Board. At any such hearing, the regulant or applicant shall have the right to be heard in person or through counsel. After the hearing, the Board shall have the power to deny, suspend, revoke or refuse to renew the license in question for violation of the provisions of this chapter. Immediate notice of any such action by the Board shall be given to the regulant or applicant in the same manner as provided herein for furnishing notice of hearing.

In the event of a conflict between the provisions of this section and the Administrative Process Act (§ [2.2-4000](#)et seq.), the provisions of the Administrative Process Act shall govern.
1991, c. 555; 1992, c. 223.

The chapters of the acts of assembly referenced in the historical citation at the end of this section may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

§ 36-85.22. Set-up requirements; effect on insurance policies.

Manufactured homes shall be set-up in accordance with the Code.

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 in the manner required by this section, 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.

1991, c. 555; 1992, c. 223.

The chapters of the acts of assembly referenced in the historical citation at the end of this section may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

§ 36-85.23. Warranties.

Each manufacturer, dealer, and supplier of manufactured homes shall warrant each new manufactured home sold in this Commonwealth, and the dealer shall warrant the set-up of each manufactured home if performed by or contracted for by the dealer, in accordance with the warranty requirements prescribed by this section for a period of at least twelve months, measured from the date of delivery of the manufactured home to the buyer. The warranty requirements for each manufacturer, dealer, and supplier are as follows:

1. The manufacturer warrants that all structural elements, plumbing systems, heating, cooling (if any), and fuel burning systems, electrical systems, and any other components included by the manufacturer are manufactured and installed free from defect.
2. The dealer warrants:
 - a. That any modifications or alterations made to the manufactured home by the dealer or authorized by the dealer are free from defects. Alterations or modifications made by the dealer, without written permission of the manufacturer, shall relieve the manufacturer of warranty responsibility as to the item altered or modified and any damage resulting therefrom.
 - b. That set-up operations performed by the dealer or by persons under contract to the dealer on the manufactured home are accomplished in compliance with the applicable Code standards for installation of manufactured homes.

c. That during the course of set-up and transportation of the manufactured home performed by the dealer or by persons under contract to the dealer, defects do not occur to the manufactured home.

3. The supplier warrants that any warranties generally offered in the ordinary sale of his product to consumers shall be extended to buyers of manufactured homes. The manufacturer's warranty shall remain in effect notwithstanding the existence of a supplier's warranty.

1991, c. 555; 1992, c. 223.

The chapters of the acts of assembly referenced in the historical citation at the end of this section may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

§ 36-85.24. Presenting claims for warranties and defects.

Whenever a claim for a warranty service or about a defect is made to a regulant, it shall be handled as provided by this chapter. A record shall be made of the name and address of each claimant and the date, substance, and disposition of each claim about a defect. The regulant may request that a claim be made in writing, but nevertheless shall record it as provided above, and may not delay service pending receipt of the written claim.

When the regulant notified is not the responsible party, he shall, in writing, immediately notify the claimant of that fact, and shall also, in writing, immediately notify the responsible party of the claim. When a responsible party is asked to remedy defects, such party may not fail to remedy those defects because another responsible party may also be responsible. Nothing herein shall prevent a responsible party from obtaining compensation by way of contribution or subrogation from another responsible party in accordance with any other provision of law or contract.

Within the time limits provided in this chapter, the regulant shall either resolve the claim or determine that it is not justified. At any time a regulant determines that a claim for service is not justified in whole or part, he shall immediately notify the claimant in writing that the claim or part of the claim is rejected and why, and shall inform the claimant that he is entitled to complain to the Board. The complete mailing address of the Board shall be provided in the notice. Within five working days of receipt of a complaint, the Board shall send a complete copy thereof to the Director.

1991, c. 555; 1992, c. 223.

The chapters of the acts of assembly referenced in the historical citation at the end of this section may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

§ 36-85.25. Warranty service.

When a service agreement exists between or among a manufacturer, dealer, and supplier to provide warranty service, the agreement shall specify which such responsible party is to remedy warranty defects. Every such service agreement shall be in writing. Nothing contained in such an agreement shall relieve the responsible party, as provided in this chapter, of responsibility to perform warranty service. However, any responsible party undertaking such an agreement to perform the warranty service obligations of another shall thereby become responsible both to that other responsible party and to the buyer for his failure to adequately perform as agreed.

When no service agreement exists for warranty service, the responsible party as designated by the provisions of this chapter is responsible for remedying the warranty defects.

A defect shall be remedied within forty-five days of receipt of the written notification of the warranty claim, unless the claim is unreasonable or a bona fide reason exists for not remedying the defect within the forty-five-day period. The responsible party shall respond to the claimant in writing with a copy to the Board stating what further action is contemplated by the responsible party. Notwithstanding the foregoing provisions of this section, defects which constitute an imminent safety hazard to life and health shall be remedied within three days of receipt of the written notification of the warranty claim. An imminent safety hazard to life and health shall include but not be limited to (i) inadequate heating in freezing weather; (ii) failure of sanitary facilities; (iii) electrical shock or leaking gas; or (iv) major structural failure. The Board may suspend this three-day time period in the event of widespread defects or damage resulting from adverse weather conditions or other natural catastrophes.

When the person remedying the defect is not the responsible party as designated by the provisions of this chapter, he shall be entitled to reasonable compensation paid to him by the responsible party. Conduct which coerces or requires a nonresponsible party to perform warranty service is a violation of this chapter.

Warranty service shall be performed at the site at which the manufactured home is initially delivered to the buyer, except for components which can be removed for service without undue inconvenience to the buyer.

Any responsible party shall have the right to complain to the Board when warranty service obligations under this chapter are not being enforced.

1991, c. 555; 1992, c. 223.

The chapters of the acts of assembly referenced in the historical citation at the end of this section may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

§ 36-85.26. Dealer alterations.

A. No alteration or modification shall be made to a manufactured home by a dealer after shipment from the manufacturer's plant, unless such alteration or modification is authorized by this chapter or the manufacturer. The dealer shall ensure that all authorized alterations and modifications are performed, if so required, by qualified persons as defined in subsection D. An unauthorized alteration or modification performed by a dealer or his agent or employee shall place primary warranty responsibility for the altered or modified item upon the dealer. If the manufacturer fulfills or is required to fulfill the warranty on the altered or modified item, he shall be entitled to recover damages in the amount of his cost and attorney's fee from the dealer.

B. An unauthorized alteration or modification of a manufactured home by the owner or his agent shall relieve the manufacturer of responsibility to remedy defects caused by such alterations or modifications. A statement to this effect, together with a warning specifying those alterations or modifications which should be performed only by qualified personnel in order to preserve warranty protection, shall be displayed clearly and conspicuously on the face of the warranty. Failure to display such statement shall result in the manufacturer being responsible for the warranty.

C. The Board is authorized to promulgate regulations in accordance with the Administrative Process Act (§ [2.2-4000](#) et seq.) which define the alterations or modifications which must be made by qualified personnel in accordance with the applicable standards of the Code. The Board may require qualified personnel for those alterations and modifications which could impair the structural integrity or safety of the manufactured home.

D. In order to be designated as a person qualified to alter or modify a manufactured home, a person shall comply with state licensing or competency requirements in skills relevant to performing alterations or modifications on manufactured homes.

1991, c. 555; 1992, c. 223.

The chapters of the acts of assembly referenced in the historical citation at the end of this section may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

§ 36-85.27. Determining length of manufactured homes.

In any advertisement or other communication regarding the length of a manufactured home, a regulant shall not include the length of the towing assembly (hitch) in describing the length of the home.

1991, c. 555; 1992, c. 223.

The chapters of the acts of assembly referenced in the historical citation at the end of this section may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

§ 36-85.28. Limitation on damages; disclosure to buyer.

A. If a buyer fails to accept delivery of a manufactured home, the manufactured home dealer may retain actual damages according to the following terms:

1. If the manufactured home is a single section unit and is in the dealer's stock and is not specially ordered from the manufacturer for the buyer, the maximum retention shall be \$1,000.
2. If the manufactured home is a single section unit and is specially ordered from the manufacturer for the buyer, the maximum retention shall be \$2,000.
3. If the manufactured home is larger than a single section unit in the dealer's stock and is not specially ordered for the buyer, the maximum retention shall be \$4,000.
4. If the manufactured home is larger than a single section unit and is specially ordered for the buyer from the manufacturer, the maximum retention shall be \$7,000.

B. A dealer shall provide a written disclosure to the buyer at the time of the sale of a manufactured home alerting the buyer to the actual damages that may be assessed of the buyer, as listed in subsection A, for failure to take delivery of the manufactured home as purchased.

1991, c. 555; 1992, c. 223; 2009, cc. [141](#), [579](#); 2010, c. [167](#).

The chapters of the acts of assembly referenced in the historical citation at the end of this section may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

§ 36-85.29. Inspection of service records.

The Board is authorized to inspect the pertinent service records of a manufacturer, dealer, supplier, or broker relating to a written warranty claim or complaint made to the Board against such manufacturer, dealer, supplier, or broker. Every regulant shall send to the Board upon request and within ten days, a true copy of every document or record pertinent to any complaint or claim for service.

1991, c. 555; 1992, c. 223.

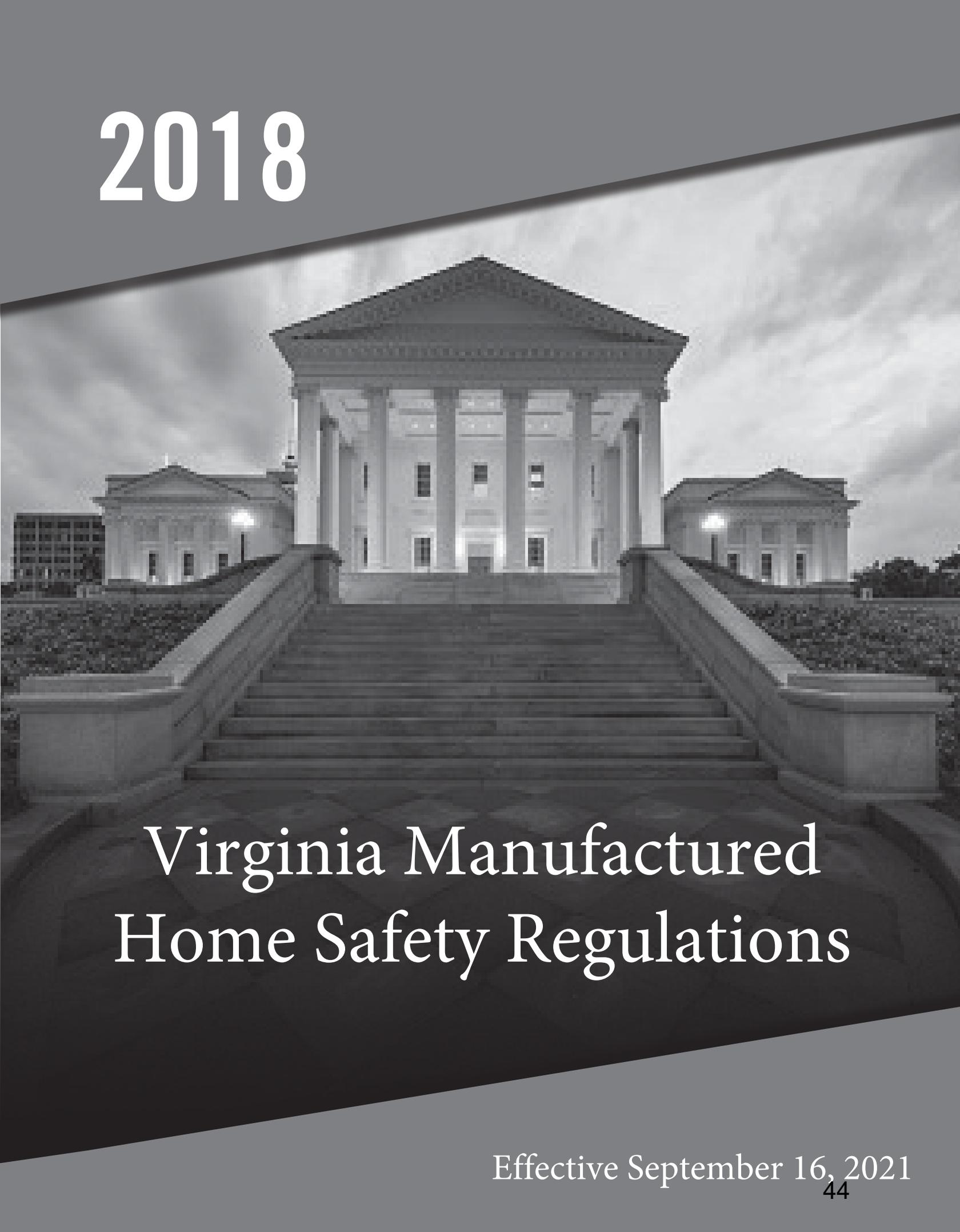
The chapters of the acts of assembly referenced in the historical citation at the end of this section may not constitute a comprehensive list of such chapters and may exclude chapters whose provisions have expired.

§ 36-85.30. Other remedies not excluded.

Nothing in this chapter, nor any decision by the Board, shall limit any right or remedy available to the buyer through common law or under any other statute.

1991, c. 555; 1992, c. 223.

2018



Virginia Manufactured Home Safety Regulations

Effective September 16, 2021

2018 EDITION

Virginia Manufactured Home Safety Regulations

13-VAC5-95

Adopted by the
Virginia Board of Housing and Community Development

Effective Date
September 16, 2021

Issued by the

Department of Housing and Community Development
Division of Building and Fire Regulation
State Building Codes Office
600 East Main Street, Suite 300
Richmond, VA 23219

PREFACE

The Code of Virginia directs the Board of Housing and Community Development to promulgate necessary regulations to carry out the provisions for ensuring safety to life, health, and property through compliance with federal construction standards for manufactured homes. The regulations include provisions for alterations, installations, conducting lot inspections, the handling of consumer complaints, and handling violations of the laws, rules, and regulations.

FUTURE EDITIONS

The Board of Housing and Community Development is responsible by State law for promulgating and keeping the Manufactured Home Safety Regulations up to date. The Board updates the regulations when there are changes in State or Federal laws and at other times determined necessary by the Board. Changes to the regulations can be identified by a vertical line in the margin. Interested persons may participate in future revisions by submitting code change proposals during the appropriate phase of a code change cycle. For assistance in submitting code change proposals, please contact:

Department of Housing and Community Development
Division of Building and Fire Regulations
State Building Codes Office
600 East Main Street, Suite 300
Richmond, VA 23219

Telephone Number: 804-371-7150

Email address: sbco@dhcd.virginia.gov

USER ASSISTANCE

Any questions about the provisions in the regulations or the application and administration of the regulations may be directed to the State Building Codes Office.

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13VAC5-91

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13VAC5-95-10. Definitions.

A. The following words and terms when used in this chapter shall have the following meanings unless the context clearly indicates otherwise:

"Administrator" means the Director of DHCD or his designee.

"Certificate of Installation" means the certificate provided by the Virginia Department of Professional and Occupational Regulation licensed installer, under the Virginia Manufactured Home Safety Regulations, indicating that a manufactured home has been installed in compliance with the federal installation standards.

"DHCD" means the Virginia Department of Housing and Community Development.

"Dealer" means any person engaged in the sale, lease, or distribution of manufactured homes primarily to persons who in good faith purchase or lease a manufactured home for purposes other than resale.

"Defect" means a failure to comply with an applicable federal manufactured home construction and safety standard that renders the manufactured home or any part of the home unfit for the ordinary use of which it was intended, but does not result in an imminent risk of death or severe personal injury to occupants of the affected home.

"Distributor" means any person engaged in the sale and distribution of manufactured homes for resale.

"Federal Act" means the National Manufactured Housing Construction and Safety Standards Act of 1974, as amended (42 USC§ 5401 et seq.)

"Federal installation standards" means the federal Model Manufactured Home Installation Standards (24 CFR Part 3285).

"Federal regulations" means the federal Manufactured Home Procedural and Enforcement Regulations (24 CFR Part 3282).

"HUD" means the United States Department of Housing and Urban Development.

"Imminent safety hazard" means a hazard that presents an imminent and unreasonable risk of death or severe personal injury that may or may not be related to failure to comply with an applicable federal manufactured home construction or safety standard.

"Installation" means completion of work to include, but not be limited to, stabilizing, supporting, anchoring, and closing-

up a manufactured home and joining sections of a multi-section manufactured home, when any such work is governed by the federal installation standards.

"Installer" means the person or entity, licensed through the Virginia Department of Professional and Occupational Regulation, with the Manufactured Home Contractor (MHC) license designation, who is retained to engage in or who engages in the business of directing, supervising, controlling, or correcting the installation of a manufactured home.

"Label," "certification label," or "HUD label" means the certification label prescribed by the federal standards.

"Local building official" means the officer or other designated authority charged with the administration and enforcement of USBC, or duly authorized representative.

"Manufactured home" means a structure subject to federal regulation, which is transportable in one or more sections; is eight body feet or more in width and 40 body feet or more in length in the traveling mode, or is 320 or more square feet when erected on site; is built on a permanent chassis; is designed to be used as a single-family dwelling, with or without a permanent foundation, when connected to the required utilities; and includes the plumbing, heating, air conditioning, and electrical systems contained in the structure.

"Manufacturer" means any person engaged in manufacturing or assembling manufactured homes, including any person engaged in importing manufactured homes.

"Noncompliance" means a failure of a manufactured home to comply with a federal manufactured home construction or safety standard that does not constitute a defect, serious defect, or imminent safety hazard.

"Purchaser" means the first person purchasing a manufactured home in good faith for purposes other than resale.

"Secretary" means the Secretary of HUD.

"Serious defect" means any failure to comply with an applicable federal manufactured home construction and safety standard that renders the manufactured home or any part thereof not fit for the ordinary use for which it was intended and which results in an unreasonable risk of injury or death to occupants of the affected manufactured home.

"Standards" or "federal standards" means the federal Manufactured Home Construction and Safety Standards (24 CFR Part 3280) adopted by HUD, in accordance with authority in the Federal Act. The standards were enacted December 18, 1975, and amended May 11, 1976, to become effective June 15, 1976.

"State administrative agency" or "SAA" means DHCD

which is responsible for the administration and enforcement of Chapter 4.1 (§ 36-85 .2 et seq.) of Title 36 of the Code of Virginia throughout Virginia and of the plan authorized by § 36-85.5 of the Code of Virginia.

"USBC" means the Virginia Uniform Statewide Building Code (13VAC5-63).

B. Terms defined within the federal regulations and federal standards shall have the same meanings in this chapter.

13VAC5-95-20. Application and enforcement.

A. This chapter shall apply to manufactured homes as defined in 13VAC5-95-10 and as set out in this section.

B. Enforcement of this chapter shall be in accordance with the federal regulations 24 CFR §§3285, 3286 and 3288.

C. Manufactured homes produced on or after June 15, 1976, shall conform to all the requirements of the federal standards, as amended.

D. DHCD is delegated all lawful authority for the enforcement of the federal standards pertaining to manufactured homes by the administrator according to § 36-85 .5 of the Code of Virginia. The Division of Building and Fire Regulation of DHCD is designated as a state administrative agency in the HUD enforcement program, and shall act as an agent of HUD. The administrator is authorized to perform the activities required of an SAA by the HUD enforcement plan including investigation, citation of violations, handling of complaints, conducting hearings, supervising remedial actions, monitoring, making such reports as may be required, and seeking enforcement of the civil and criminal penalties established by § 36-85.12 of the Code of Virginia.

E. In accordance with § 36-85.11 of the Code of Virginia, all local building officials are authorized to and shall enforce the provisions of this chapter within the limits of their jurisdiction and shall be responsible for the following:

1. Verify through inspection that a manufactured home displays the required HUD label and data plate;
2. Determine whether the manufactured home has been damaged during transit. If the manufactured home has been damaged, then the local building official is authorized to require tests, in accordance with the federal standards, for tightness of plumbing systems and gas piping and an operational test to ensure that all luminaries and receptacles are operable. If a manufactured home has sustained damage to the structural components, the local building official shall require the appropriate design approval primary inspection agency approval on any repairs or designs;
3. Prevent the use of a manufactured home that in the

opinion of the local building official contains a serious defect or imminent safety hazard, and notify the administrator immediately;

4. Notify the administrator of any apparent violations of this chapter, to include defects and noncompliance that occurred during the manufacturing process and any alterations that occurred during installation; and

5. Verify through inspection that the installation is in accordance with the federal installation standards. Where the local building official finds that the installation of the manufactured home is not in accordance with the federal installation standards, the local building official shall order the home to be brought into compliance within a reasonable time. If the order is not complied with, then the local building official shall notify the administrator.

F. In accordance with § 36-85.11 of the Code of Virginia, site preparation, utility connection, and skirting installation for manufactured homes shall meet the requirements of the USBC. In addition, as a requirement of this chapter and the USBC, administrative provisions of the USBC, such as requirements for permits, inspections, and certificates of occupancy, and the specific requirements of § 425 of Part I of the USBC (13VAC5-63-220 L through 13VAC5-63-220 Q), shall also be applicable.

13VAC5-95-30. Effect of label.

In accordance with § 36-85.11 of the Code of Virginia, manufactured homes displaying the certification label as prescribed in the federal standards shall be accepted in all localities as meeting the requirements of the Manufactured Housing Construction and Safety Standards Law (Chapter 4.1 (§ 36-85 .2 et seq.) of Title 36 of the Code of Virginia), which shall supersede the building codes of the counties, municipalities and state agencies.

13VAC5-95-50. Alterations.

A. No distributor, installer or dealer shall perform or cause to be performed any alteration affecting one or more requirements set forth in the federal standards unless the alteration is included in the manufacturer's design approval primary inspection agency's approved design and installation instructions.

B. In accordance with § 36-99 of the Code of Virginia and the USBC, alterations, additions, and repairs associated with existing manufactured homes are subject to applicable provisions of the USBC and not this chapter.

13VAC5-95-60. Installations.

Installers setting up a manufactured home shall perform such installation in accordance with the manufacturer's installation

instructions and shall provide a copy of the certificate of installation to the homeowner and, when requested, to the local building official prior to issuance of the certificate of occupancy.

13VAC5-95-80. Lot inspections.

At any time during regular business hours when a manufactured home is located on a dealer's or distributor's lot and offered for sale, the administrator shall have authority to inspect such home for transit damages, seal tampering, violations of the federal regulations and federal standards, and the dealer's or distributor's compliance with applicable state and federal law and regulation. The administrator shall give written notice to the dealer or distributor when any home inspected does not comply with the federal regulations and federal standards or this chapter.

13VAC5-95-90. Consumer complaints.

A. The administrator shall receive all consumer complaints on manufactured homes reported to DHCD by owners, dealers, distributors, local building officials, and other state or federal agencies. The administrator may request all consumer complaints to be submitted by letter or on a form supplied by DHCD or in another format acceptable by the administrator.

B. The administrator may conduct, or cause to be conducted, an on-site inspection of a manufactured home at the request of the owner reporting a complaint with the home or under the following conditions with the permission of the owner of the home:

1. The dealer, distributor, or manufacturer requests an on-site inspection;
2. The reported complaint indicates extensive and serious noncompliances ;
3. Consumer complaints lead the administrator to suspect that a class of homes may be similarly affected; or
4. Review of manufacturer's records, corrective action, and consumer complaint records leads the administrator to suspect secondary or associated noncompliances may also exist in a class of homes.

C. When conducting an on-site inspection of a home involving a consumer complaint, the administrator may request the dealer, distributor, and manufacturer of the home to have a representative present to coordinate the inspection and investigation of the consumer complaint.

D. After reviewing the complaint report or the on-site inspection of the home involved, the administrator shall, where possible, indicate the cause of any nonconformance and, where possible, indicate the responsibility of the

manufacturer, dealer, distributor, or owner for the noncompliance and any corrective action necessary.

E. The administrator shall notify the manufacturer of the home in writing of any consumer complaint concerning that home reported to the administrator. The administrator shall refer any such reported complaint to HUD, to the SAA in the state where the manufacturer is located, and, as necessary, to the inspection agency involved with certifying the home.

F. The administrator shall assist the owner, dealer, distributor, installer, and manufacturer in resolving consumer complaints.

G. The administrator shall monitor the manufacturer's performance to assure compliance with Subpart I (24 CFR 3282.401 et seq.) of the federal regulations for consumer complaint handling and shall take such actions as are necessary to ensure compliance of all involved parties with applicable state and federal regulation.

13VAC5-95-100. Violation; penalty.

In accordance with § 36-85 .12 of the Code of Virginia, it shall be unlawful for any person, firm, or corporation to violate any provisions of Chapter 4. One (§ 36-85 .2 et seq.) of Title 36 of the Code of Virginia, this chapter, or the Federal Act and regulations. Any person, firm, or corporation violating any provision of said laws, rules, and regulations, or any final order issued thereunder, shall be liable for a civil penalty not to exceed \$1,000 for each violation. Each violation shall constitute a separate violation with respect to each manufactured home or with respect to each failure or refusal to allow or to perform an act required by the legislation or regulations. The maximum civil penalty may not exceed \$1 million for any related series of violations occurring within one year from the date of the first violation.

An individual or a director, officer, or agent of a corporation who knowingly and willfully violates Section 610 (42 USC § 5409) of the Federal Act in a manner that threatens the health or safety of any purchaser shall be deemed guilty of a Class 1 misdemeanor and upon conviction fined not more than \$1,000 or imprisoned not more than one year, or both.

Manufactured Home Construction and Safety Standards
Final Rule Effective July 12, 2021
Significant Changes

- **Definitions.** Added definitions for:
 - Attached accessory building or structure means any awning, cabana, deck, ramada, storage cabinet, carport, windbreak, garage, or porch for which the attachment of such is designed by the home manufacturer to be structurally supported by the manufactured home.
 - Attached manufactured home. Two or more adjacent manufactured homes that are structurally independent from foundation to roof and with open space on at least two sides, but which have the appearance of a physical connection (*i.e.*, zero lot line).
 - Fire separation wall. An adjoining wall of a manufactured home that separates attached manufactured homes with a fire separation distance of less than three feet.
 - Indirect waste receptor means a receptor that receives a discharge waste pipe that is not directly connected to a receptor but maintains a suitable air gap between the end of the pipe and the top of the drain.

- **Referenced Standards.** Adds several standards including ANSI/ASHRE 62.2-2010 for ventilation, ASTM E-119-05 for fire tests, NFPA 720 for installation of Carbon Monoxide (CO) Detection and Warning Equipment, ANSI/UL 2034-2016, Standard for Single and Multiple Station Carbon Monoxide Alarms.

- **Data Plate.** Adds new paragraph:
 - (d) The applicable statement:
 - This manufactured home IS designed to accommodate the additional loads imposed by the attachment of an attached accessory building or structure in accordance with the manufacturer installation instructions. The additional loads are in accordance with the design load(s) identified on this Data Plate; or
 - This manufactured home IS NOT designed to accommodate the additional loads imposed by the attachment of an attached accessory building or structure in accordance with the manufacturer installation instructions.

- **Certification Label.** Added language gives consideration to an alternate location for the label as specified in design when locating the label on the taillight end of a transportable section will prevent the label from being visible after the manufactured home section is installed at the installation site.

- **Ventilation.** New paragraph added allowing compliance with ANSI/ASHRAE Standard 62.2 in lieu of whole house ventilation.

- **Interior Passage.** Adds new paragraph requiring 27” minimum clear opening of interior swinging doors except doors to toilet compartments in single section homes and doors to closets and pantries. Minimum 23” clear opening at doors to toilet compartments in single section homes.

- **Glazed Openings.** Added paragraph allows required glazed openings to face into roofed porches where the porch abuts a street, yard, or court and the longer side of the porch is at least 65 percent open and unobstructed and the ceiling height is not less than 7 feet.

- **Stairways.** New section added to allow, and provide requirements for, interior stairways in Multilevel Manufactured Homes. Section includes provisions for landings, guardrails, handrails, lighting, etc. similar to the Virginia Residential Code.
- **Carbon Monoxide Alarms.** New section added to require carbon monoxide (CO) alarms to be installed outside each sleeping area in Manufactured Homes containing a fuel burning appliance or designed by manufacturer to include an attached garage. CO alarms also required inside bedrooms where fuel burning appliances are located in the bedroom or an attached bathroom.
- **Factory Constructed or Site-built attached Garages and Carports.** New sections allowing for, and providing requirements to, attached garages and carports where the Manufactured Home is designed for them.
- **Multistory Manufactured Homes.** Revised and/or added language throughout to include provisions for Multistory Manufactured Homes.
- **Relief Valves.** Requires relief valves such as temperature, pressure or combination temperature/pressure relief valves discharge to the exterior of the Manufactured Home, not underneath the home, or to an indirect waste receptor located inside the home.
- **Water System Tests.** Changes 100 psi test requirement to 80 psi + or – 5 psi.
- **Switched Light Fixtures.** New requirement that wall and ceiling lighting fixtures be switched separately.
- **Direct Vent Space Heating Appliances.** Adds provisions for direct vent space heating appliances installed in basements.
- **Transportation System Design.** Extensive revisions to the general and specific requirements for the design of the transportation system.
- **Attached Manufactured Homes.** New Subpart (*Subpart K*) covers requirements for attached manufactured homes and other related construction associated with manufactured homes not addressed elsewhere including fire separation, penetrations, parapets, electrical service and water service.



Department of Housing and Community Development

Virginia Manufactured Housing Transaction Recovery Fund (09253)

Cash Balance Report

As of September 30, 2021

Beginning Balance - July 1, 2021		777,202.31
Revenue:		
Manufactured Home Assessment Fees	7,647.00	
Interest	0.00	
Total Revenue	<u>7,647.00</u>	
Expenses:		
Postage	0.00	
Travel	0.00	
Fiscal Services	0.00	
Individual Claims & Settlements	0.00	
Total Expenses	<u>0.00</u>	
Ending Balance:		<u>784,849.31</u>

Debtor Balance Report

Detail

Interest As Of: 06/30/2021

Client: Department of Housing & Community Development
 Main Street Centre 600 East Main Street, Suite 300
 Richmond, VA 23219

Member: None
 Status: All

Report Group: None

Sort Order: Debtor Name

Type: All

Debtor Name Claim No.	Ref. Acct. No.	Open Date	Initial Balance	Last Pmt Date	Principal Balance	Interest Balance	Fees Balance	Costs Balance	Other Balance	Current Balance
C & K Homes, Inc. 202000073.001	T-2018-06-Transaction Fund	01/16/2020	1,338.05		0.00	0.00	0.00	0.00	0.00	0.00
Court: RICGD - City of Richmond General District Court -- For: Final Order 12-13-18 -- Debtor2: Dennis Ray Kidd -- Originator: RBM - Robert B. McEntee, Jr. -- Responsible: NWW - Nanora W. Westbrook -- Status: 07/31/2020 531 - CLOSED-UNCOLLECTIBLE - NO JUDGMENT -- Status Code: 531 -- Status Date: 07/31/2020 -- Type: MHTRF - Manufactured Home Trans. Recovery Fund										
C & K Homes, Inc. 202000073.002	D-2018-06-Disciplinary Fine	01/16/2020	10,400.00		8,000.00	0.00	2,400.00	0.00	0.00	10,400.00
Court: RICGD - City of Richmond General District Court -- For: Final Order entered 1-23-19 -- Debtor2: Dennis Ray Kidd -- Originator: RBM - Robert B. McEntee, Jr. -- Responsible: NWW - Nanora W. Westbrook -- Status: 01/16/2020 010 - OPEN -- Status Code: 010 -- Status Date: 01/16/2020 -- Type: MHTRF - Manufactured Home Trans. Recovery Fund										
Golden Rule Homes, Inc. 202000074.001	T-2012-8-Transaction Fund	01/16/2020	3,000.00		0.00	0.00	0.00	0.00	0.00	0.00
Court: RICGD - City of Richmond General District Court -- For: Final Order entered 8-10-13 -- Originator: RBM - Robert B. McEntee, Jr. -- Responsible: NWW - Nanora W. Westbrook -- Status: 01/16/2020 010 - OPEN -- Status Code: 010 -- Status Date: 01/16/2020 -- Type: MHTRF - Manufactured Home Trans. Recovery Fund										
Golden Rule Homes, Inc. 202000074.002	D92012-8-Disciplinary	01/16/2020	1,000.00		1,000.00	0.00	0.00	0.00	0.00	1,000.00
Court: RICGD - City of Richmond General District Court -- For: Final Order entered 8-10-13 -- Originator: RBM - Robert B. McEntee, Jr. -- Responsible: NWW - Nanora W. Westbrook -- Status: 01/16/2020 010 - OPEN -- Status Code: 010 -- Status Date: 01/16/2020 -- Type: MHTRF - Manufactured Home Trans. Recovery Fund										
Glenwood Walker 201702015.001	T-2014-14 Transaction Recovery	11/29/2017	28,600.00	06/14/2021	22,000.00	2,806.35	5,810.00	0.00	0.00	30,616.35
Court: RICGD - City of Richmond General District Court -- For: Claimant:Terry Tatum-Final Order-3-30-15 -- Debtor2: Glenwood A. Walker -- Judgment Date: 05/16/2019 -- Originator: RBM - Robert B. McEntee, Jr. -- Responsible: NWW - Nanora W. Westbrook -- Status: 11/06/2019 304 - JUDGMENT - PAYMENT PLAN -- Status Code: 304 -- Status Date: 11/06/2019 -- Type: MHTRF - Manufactured Home Trans. Recovery Fund -- Last Payment Date: 06/14/2021 -- Last Payment Amount: \$40.00										
Glenwood Walker 201702015.002	D-2014-14 Disciplinary	11/29/2017	2,600.00		2,000.00	255.12	600.00	0.00	0.00	2,855.12
Court: RICGD - City of Richmond General District Court -- For: Claimant:Terry Tatum-Final Order 3-30-15 -- Debtor2: Glenwood A. Walker -- Judgment Date: 05/16/2019 -- Originator: RBM - Robert B. McEntee, Jr. -- Responsible: NWW - Nanora W. Westbrook -- Status: 05/16/2019 302 - JUDGMENT -- Status Code: 302 -- Status Date: 05/16/2019 -- Type: MHTRF - Manufactured Home Trans. Recovery Fund										

Debtor Balance Report

Detail

Interest As Of: 06/30/2021

Client: Department of Housing & Community Development
 Main Street Centre 600 East Main Street, Suite 300
 Richmond, VA 23219

Member: None
 Status: All

Report Group: None

Sort Order: Debtor Name

Type: All

Debtor Name	Open Date	Initial	Last Pmt	Principal	Interest	Fees	Costs	Other	Current
Claim No.	Ref. Acct. No.	Balance	Date	Balance	Balance	Balance	Balance	Balance	Balance
Glenwood Walker 201702016.001	T-2016-01 Transaction Recovery	20,800.00	11/29/2017 06/14/2021	16,000.00	2,040.92	4,200.00	0.00	0.00	22,240.92
Court: RICGD - City of Richmond General District Court -- For: Claimant:Elia Devora-Final Order 6-30-16 -- Debtor2: Glenwood A. Walker -- Judgment Date: 05/16/2019 -- Originator: RBM - Robert B. McEntee, Jr. -- Responsible: NWW - Nanora W. Westbrook -- Status: 11/07/2019 304 - JUDGMENT - PAYMENT PLAN -- Status Code: 304 -- Status Date: 11/07/2019 -- Type: MHTRF - Manufactured Home Trans. Recovery Fund -- Last Payment Date: 06/14/2021 -- Last Payment Amount: \$30.00									
Glenwood Walker 201702016.002	D-2016-01 Disciplinary	3,250.00	11/29/2017	2,500.00	318.90	750.00	0.00	0.00	3,568.90
Court: RICGD - City of Richmond General District Court -- For: Claimant:Elia Devora-Final Order 6-30-16 -- Debtor2: Glenwood A. Walker -- Judgment Date: 05/16/2019 -- Originator: RBM - Robert B. McEntee, Jr. -- Responsible: NWW - Nanora W. Westbrook -- Status: 05/16/2019 302 - JUDGMENT -- Status Code: 302 -- Status Date: 05/16/2019 -- Type: MHTRF - Manufactured Home Trans. Recovery Fund									
GRAND TOTAL:		70,988.05		51,500.00	5,421.29	13,760.00	0.00	0.00	70,681.29
TOTAL COUNT:	8								