


EVICCIÓN DEFENSE CENTER

Declaración de Derechos y Responsabilidades de los Inquilinos para Parques de Casas Móviles

Cuando usted firmó o renovó su contrato de arrendamiento de un lote en un parque de casas móviles, se suponía que su arrendador le diera la Declaración de Derechos y Responsabilidades del Inquilino de Virginia. A menos que le hayan dado eso, es ilegal que presenten un caso de desalojo en su contra en la corte.

Si su arrendador presentó un caso de desalojo en su contra pero nunca le dio la Declaración, puede pedirle al juez que desestime el caso en la primera cita en la corte. Puede utilizar el libreto (guión) y el formulario adjuntos.



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

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

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

Tenant Rights

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

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

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

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

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

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

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

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

Este documento constituye información legal general, no consejo legal. Para obtener consejo legal individual sobre su caso, por favor llame a la oficina de Asistencia Legal (866-534-5243).

(4/30/2024)

Guión: Si no recibió la Declaración de Derechos y Responsabilidades del Inquilino para Parques de Casas Móviles

Esto es lo que debe decirle al juez cuando le dé la oportunidad de hablar por primera vez, antes de decir cualquier otra cosa.



Su señoría, antes de decir nada más, quiero mencionar algo primero.

Este caso no debería haberse iniciado en primer lugar.

Mi arrendador no me dio la Declaración de Derechos y Responsabilidades del Inquilino para Parques de Casas Móviles antes de presentar el caso en la corte.

No soy abogado, pero tengo aquí una solicitud de desestimación por escrito que lo explica todo.

¿Puedo darle esto en lugar de leerle mi solicitud en voz alta aquí en la corte?

Si el juez no le permite entregarle el documento escrito, aquí hay una versión más simple que puede leerle en voz alta al juez.



Su señoría, la Ley de Alquiler de Lotes de Casas Prefabricadas, sección 55 punto 1 guión 1303 párrafo 6 (55.1-1303(6)) dice que un arrendador "no presentará ni mantendrá" un caso de desalojo en la corte a menos que ya le haya dado al inquilino esta Declaración de Derechos.

Mi arrendador no me dio esa declaración cuando firmé mi contrato de arrendamiento más reciente o antes de presentar este caso en la corte.

Por eso, la ley exige que este caso sea desestimado.

Por la presente propongo que el Tribunal desestime este caso.

Instrucciones: Si su arrendador no le entregó la Declaración de Derechos y Responsabilidades del Inquilino antes de comenzar el caso en la corte, firme y entregue este formulario al juez. Hágalo antes de admitir que debe renta, para que el juez lo analice primero.

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

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

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

Signature of Defendant/Tenant (*Firma*): _____

¹ Va. Code § 55.1-1303(6).

² *Id.*