

# **WEST VIRGINIA LEGISLATURE**

## **2025 REGULAR SESSION**

**Introduced**

### **House Bill 2648**

By Delegates Gearhart, D. Smith, Ellington, and

Brooks

[Introduced February 20, 2025; referred to the

Committee on the Judiciary]

1 A BILL to amend and re-enact §37-15-2 and §37-15-6 of the Code of West Virginia, 1931, as  
2 amended, relating to tenant protections and landlord notice requirements at rental  
3 properties for house trailers, mobile homes, manufactured homes, and modular homes.

*Be it enacted by the Legislature of West Virginia:*

**ARTICLE 15. HOUSE TRAILERS, MOBILE HOMES, MANUFACTURED HOMES AND  
MODULAR HOMES.**

**§37-15-2. Definitions.**

1 For the purposes of this article, unless expressly stated otherwise:

2 (a) "Abandoned factory-built home" means a factory-built home occupying a factory-built  
3 home site pursuant to a written agreement under which the tenant has defaulted in rent or the  
4 landlord has exercised any right to terminate the rental agreement: Provided, That for purposes of  
5 this article, in circumstances outside the control of the property owner including floods, fires,  
6 destructive thunderstorm events such as derechos and tornadoes, and similar catastrophic events  
7 causing widespread or localized severe property damage, the tenant may not be considered to  
8 have defaulted, discontinued or abandoned the nonconforming use, unless the property owner  
9 demonstrates that the applicable home site continues to be available for use as a home site;

10 (b) "Factory-built home" includes modular homes, mobile homes, house trailers and  
11 manufactured homes;

12 (c) "Factory-built home rental community" means a parcel of land under single or common  
13 ownership upon which two or more factory-built homes are located on a continual, nonrecreational  
14 basis together with any structure, equipment, road or facility intended for use incidental to the  
15 occupancy of the factory-built homes, but does not include premises used solely for storage or  
16 display of uninhabited factory-built homes or premises occupied solely by a landowner and  
17 members of his or her family;

18 (d) "Factory-built home site" means a parcel of land within the boundaries of a factory-built

home rental community provided for the placement of a single factory-built home and the exclusive use of its occupants;

(e) "Good cause" means:

(1) The tenant is in arrears in the payment of periodic payments or other charges;

(2) The tenant has breached a material term of a written rental agreement or has repeatedly breached other terms of the rental agreement;

(3) Where there is no written agreement, or where the written agreement does not cover the subject matter of a warranty or leasehold covenant, the tenant breached a material warranty or leasehold covenant or has repeatedly breached other terms of a warranty or a leasehold covenant;

(4) The tenant has deliberately or negligently damaged the property or knowingly permitted another person to do so.

(f) "House trailers" means all trailers designed or intended for human occupancy and commonly referred to as mobile homes or house trailers and shall include fold down camping and travel trailers as these terms are defined in §17A-6-1 of this code, but only when such camping and travel trailers are located in a factory-built home rental community, as defined in this section, on a continual, nonrecreational basis;

(g) "Landlord" means the factory-built home rental community owner, lessor or sublessor of the factory-built home rental community, or an agent or representative authorized to act on his or her behalf in connection with matters relating to tenancy in the community;

(h) "Manufactured home" has the same meaning as the term is defined in §21-9-2 of this code which meets the National Manufactured Housing Construction and Safety Standards Act of 1974 (42 U. S. C. §5401, *et seq.*), effective on June 15, 1976, and the federal manufactured home construction and safety standards and regulations promulgated by the secretary of the United States department of housing and urban development;

(i) "Mobile home" means a transportable structure that is wholly, or in substantial part,

45 made, fabricated, formed or assembled in manufacturing facilities for installation or assembly and  
46 installation on a building site and designed for long-term residential use and built prior to  
47 enactment of the Federal Manufactured Housing Construction and Safety Standards Act of 1974  
48 (42 U. S. C. §5401, *et seq.*), effective on June 15, 1976, and usually built to the voluntary industry  
49 standard of the American national standards institute (ANSI)--A119.1 standards for mobile homes;

50 (j) "Modular home" means any structure that is wholly, or in substantial part, made,  
51 fabricated, formed or assembled in manufacturing facilities for installation or assembly and  
52 installation on a building site and designed for long-term residential use and is certified as meeting  
53 the standards contained in the state fire code encompassed in the legislative rules promulgated by  
54 the state Fire Commission pursuant to §29-3-5b of this code;

55 (k) "Owner" means one or more persons, jointly or severally, in whom is vested: (i) All or  
56 part of the legal title to the factory-built home rental community; or (ii) all or part of the beneficial  
57 ownership and right to present use and enjoyment of the factory-built homesite or other areas  
58 specified in the rental agreement and the term includes a mortgagee in possession;

59 (l) "Rent" means payments made by the tenant to the landlord for use of a factory-built  
60 home site and as payment for other facilities or services provided by the landlord including base  
61 rent, utilities, late fees, and other payments made by the tenant to the landlord under the rental  
62 agreement;

63 (m) "Section" means a unit of a factory-built home which is transported and delivered as a  
64 whole and which contains some or all of the indoor living area;

65 (n) "Tenant" means a person entitled pursuant to a rental agreement to occupy a factory-  
66 built home site to the exclusion of others;

**§37-15-6. Termination of tenancy.**

1 (a) The tenancy for a factory-built home site upon which is placed a factory-built home that  
2 is comprised of one section, other than a camping or travel trailer, may not be terminated until  
3 twelve months after the home is placed on the site except for good cause. The tenancy for a

4 factory-built home site on which is placed a factory-built home that is comprised of two or more  
5 sections may not be terminated until five years after the home has been placed on the site except  
6 for good cause.

7 (b) The tenancy for a factory-built home, other than a camping or travel trailer, may be  
8 terminated at the time set forth in this subsection.

9 (1) Either party may terminate a rental agreement at the end of its stated term or at the end  
10 of the time period set out in subsection (a) of this section, whichever is later, for any reason, unless  
11 the rental agreement states that reasons for termination ~~must~~ shall exist.

12 (2) Either party may terminate a tenancy which has continued after its stated term and  
13 longer than the period set out in subsection (a) of this section for no reason, unless the rental  
14 agreement states that reasons ~~must~~ shall exist.

15 (3) A tenancy that has not reached the end of its stated term or has not existed for the time  
16 periods stated in subsection (a) of this section may be terminated only for good cause.

17 (c) A tenancy governed by subdivision (1) or (2), subsection (b) of this section may be  
18 terminated only by written notice at least three months before the termination date of the tenancy.  
19 A tenancy governed by subdivision (3), subsection (a) of this section may be terminated only by a  
20 written notice at least three months before the termination date of the tenancy. The rental  
21 agreement may specify a period of notice in excess of the periods of time set out in this subsection.

22 (d) A landlord may not cause the eviction of a tenant by willfully interrupting gas, electricity,  
23 water or any other essential service, or by removal of the factory-built home from the factory-built  
24 home site, or by any other willful self-help measure.

25 (e) The landlord shall set forth in a notice of termination the reason relied upon for the  
26 termination with specific facts to permit determination of the date, place, witnesses and  
27 circumstances concerning that reason: Provided, That tenants shall be notified of any increase in  
28 utility rates or charges in the manner set forth in subsection (c) of this section for rent increases,  
29 unless the landlord does not receive at least 90 days prior notice of such increase from the utility

30 provider, in which case no prior notice of the increase from the landlord to the tenant is required for  
31 the increase to be effective.

32 (f) Unless the landlord is changing the use of the site, if a tenancy is ended by the landlord  
33 at the later of its stated term or at the end of the time period set out in subsection (a) of this section  
34 with no good cause, the owner may not prevent the sale of the factory-built home in place to  
35 another tenant who meets the standards and restrictions in effect for other new tenants prior to the  
36 termination of the tenancy.

NOTE: The purpose of this bill is to establish certain tenant protections and landlord notice requirements at rental properties for house trailers, mobile homes, manufactured homes, and modular homes.

Strike-throughs indicate language that would be stricken from a heading or the present law and underscoring indicates new language that would be added.