

By: Dukes

H.B. No. 2140

A BILL TO BE ENTITLED

AN ACT

relating to the definitions in certain manufactured home communities.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Title 8, Section 94.001, Property Code, is amended to read as follows:

CHAPTER 94. MANUFACTURED HOME TENANCIES

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 94.001. DEFINITIONS. In this chapter:

(1) "Landlord" means the owner or manager of a manufactured home community and includes an employee or agent of the landlord.

(2) "Lease agreement" means a written agreement between a landlord and a tenant that establishes the terms, conditions, and other provisions for placing a manufactured home on the premises of a manufactured home community.

(3) "Manufactured home" has the meaning assigned by Section 3, Texas Manufactured Housing Standards Act (Article 5221f, Vernon's Texas Civil Statutes), and for purposes of this chapter, a reference to a manufactured home includes a recreational vehicle as defined in this chapter.

(4) "Manufactured home community" means a parcel of land on which four or more lots are offered for lease for installing and occupying manufactured homes.

1           (5) "Manufactured home community rules" means the  
2 rules provided in a written document that establish the policies  
3 and regulations of the manufactured home community, including  
4 regulations relating to the use, occupancy, and quiet enjoyment of  
5 and the health, safety, and welfare of tenants of the manufactured  
6 home community.

7           (6) "Manufactured home lot" means the space allocated  
8 in the lease agreement for the placement of the tenant's  
9 manufactured home and the area adjacent to that space designated in  
10 the lease agreement for the tenant's exclusive use.

11           (7) "Normal wear and tear" means deterioration that  
12 results from intended use of the premises, including breakage or  
13 malfunction due to age or deteriorated condition, but the term does  
14 not include deterioration that results from negligence,  
15 carelessness, accident, or abuse of the premises, equipment, or  
16 chattels by the tenant, a member of the tenant's household, or a  
17 guest or invitee of the tenant.

18           (8) "Premises" means a tenant's manufactured home lot,  
19 any area or facility the lease authorizes the tenant to use, and the  
20 appurtenances, grounds, and facilities held out for the use of  
21 tenants generally.

22           (9) "Recreational vehicle" means a ~~motor~~ vehicle  
23 primarily designed as a temporary living quarters for recreational  
24 camping or travel use and, for purposes of this Act, is permanently  
25 tied to, affixed, or anchored to the premises as in the case of a  
26 park model unit.

27           (10) "Park model unit" means a recreation vehicle

1 primarily designed as temporary living quarters for recreation,  
2 camping or seasonal use and are built on a single chassis, mounted  
3 on wheels and have a gross trailer area not exceeding 400 square  
4 feet in the set-up mode.

5 SECTION 2. Section 94.002, Property Code, is amended to  
6 read as follows:

7 Sec. 94.002. APPLICABILITY. (a) This chapter applies only  
8 to the relationship between a landlord who leases property in a  
9 manufactured home community and a tenant leasing property in the  
10 manufactured home community for the purpose of situating a  
11 manufactured home or a recreational vehicle, as defined in this  
12 chapter, on the property.

13 SECTION 3. Section 94.051, Property Code, is amended to  
14 read as follows:

15 SUBCHAPTER B. LEASE AGREEMENT

16 Sec. 94.051. INFORMATION TO BE PROVIDED TO PROSPECTIVE  
17 TENANT. At the time the landlord receives an application from a  
18 prospective tenant, the landlord shall give the tenant a copy of:

19 (1) the proposed lease agreement for the manufactured  
20 home community;

21 (2) any manufactured home community rules; and

22 (3) a separate disclosure statement with the following  
23 prominently printed in at least 10-point type:

24 "You have the legal right to an initial lease term of six  
25 months. If you prefer a different lease period, you and your  
26 landlord may negotiate a shorter or longer lease period. After the  
27 initial lease period expires, you and your landlord may negotiate a

1 new lease term by mutual agreement. Regardless of the term of the  
2 lease, the landlord must give you at least 60 days' notice if the  
3 landlord will not renew your lease and will require that you  
4 relocate your manufactured home or recreational vehicle, if the  
5 recreational vehicle is tied to, affixed, or otherwise a permanent  
6 part of the premises.

7       During the 60-day period, you must continue to pay all rent  
8 and other amounts due under the lease agreement, including late  
9 charges, if any."

10       SECTION 4. This Act takes effect immediately if it receives  
11 a vote of two-thirds of all the members elected to each house, as  
12 provided by Section 39, Article III, Texas Constitution. If this  
13 Act does not take receive the vote necessary for immediate effect,  
14 this Act takes effect September 1, 2003.