

By: Lucio

S.B. No. 1238

A BILL TO BE ENTITLED

AN ACT

relating to regulating leasing in manufactured home communities.

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

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

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.

(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.

(5) "Manufactured home community rules" means the rules provided in a written document that establish the policies and regulations of the manufactured home community, including regulations relating to the use, occupancy, and quiet enjoyment of

1 and the health, safety, and welfare of tenants of the manufactured  
2 home community.

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

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

14 (8) "Park model unit" means a recreational vehicle  
15 that is designed primarily as temporary living quarters for  
16 recreation, camping, or seasonal use and that is built on a single  
17 chassis, mounted on wheels, and has a gross trailer area not  
18 exceeding 400 square feet in the set-up mode.

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

23 (10) [~~(9)~~] "Recreational vehicle" means a [~~motor~~]  
24 vehicle that is primarily designed as a temporary living quarters  
25 for recreational camping or travel use and that is permanently tied  
26 to, affixed, or anchored to the premises as in the case of a park  
27 model unit.

1           (11) [~~(10)~~] "Tenant" means a person who is:

2                   (A) authorized by a lease agreement to occupy a  
3 lot to the exclusion of others in a manufactured home community; and

4                   (B) obligated under the lease agreement to pay  
5 rent, fees, and other charges.

6           SECTION 2. Section 94.051, Property Code, is amended to  
7 read as follows:

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

11                   (1) the proposed lease agreement for the manufactured  
12 home community;

13                   (2) any manufactured home community rules; and

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

16           "You have the legal right to an initial lease term of six  
17 months. If you prefer a different lease period, you and your  
18 landlord may negotiate a shorter or longer lease period. After the  
19 initial lease period expires, you and your landlord may negotiate a  
20 new lease term by mutual agreement. Regardless of the term of the  
21 lease, if the recreational vehicle is tied to, affixed, or  
22 otherwise a permanent part of the premises, the landlord must give  
23 you at least 60 days' notice if the landlord will not renew your  
24 lease and will require that you relocate your manufactured home or  
25 recreational vehicle. During the 60-day period, you must continue  
26 to pay all rent and other amounts due under the lease agreement,  
27 including late charges, if any."

1           SECTION 3. This Act takes effect immediately if it receives  
2 a vote of two-thirds of all the members elected to each house, as  
3 provided by Section 39, Article III, Texas Constitution. If this  
4 Act does not receive the vote necessary for immediate effect, this  
5 Act takes effect September 1, 2003.