

1-1 By: Lucio S.B. No. 1238  
1-2 (In the Senate - Filed March 12, 2003; March 19, 2003, read  
1-3 first time and referred to Committee on Business and Commerce;  
1-4 April 7, 2003, reported favorably by the following vote: Yeas 8,  
1-5 Nays 0; April 7, 2003, sent to printer.)

1-6 A BILL TO BE ENTITLED  
1-7 AN ACT

1-8 relating to regulating leasing in manufactured home communities.

1-9 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

1-10 SECTION 1. Section 94.001, Property Code, is amended to  
1-11 read as follows:

1-12 Sec. 94.001. DEFINITIONS. In this chapter:

1-13 (1) "Landlord" means the owner or manager of a  
1-14 manufactured home community and includes an employee or agent of  
1-15 the landlord.

1-16 (2) "Lease agreement" means a written agreement  
1-17 between a landlord and a tenant that establishes the terms,  
1-18 conditions, and other provisions for placing a manufactured home on  
1-19 the premises of a manufactured home community.

1-20 (3) "Manufactured home" has the meaning assigned by  
1-21 Section 3, Texas Manufactured Housing Standards Act (Article 5221f,  
1-22 Vernon's Texas Civil Statutes), and for purposes of this chapter, a  
1-23 reference to a manufactured home includes a recreational vehicle.

1-24 (4) "Manufactured home community" means a parcel of  
1-25 land on which four or more lots are offered for lease for installing  
1-26 and occupying manufactured homes.

1-27 (5) "Manufactured home community rules" means the  
1-28 rules provided in a written document that establish the policies  
1-29 and regulations of the manufactured home community, including  
1-30 regulations relating to the use, occupancy, and quiet enjoyment of  
1-31 and the health, safety, and welfare of tenants of the manufactured  
1-32 home community.

1-33 (6) "Manufactured home lot" means the space allocated  
1-34 in the lease agreement for the placement of the tenant's  
1-35 manufactured home and the area adjacent to that space designated in  
1-36 the lease agreement for the tenant's exclusive use.

1-37 (7) "Normal wear and tear" means deterioration that  
1-38 results from intended use of the premises, including breakage or  
1-39 malfunction due to age or deteriorated condition, but the term does  
1-40 not include deterioration that results from negligence,  
1-41 carelessness, accident, or abuse of the premises, equipment, or  
1-42 chattels by the tenant, a member of the tenant's household, or a  
1-43 guest or invitee of the tenant.

1-44 (8) "Park model unit" means a recreational vehicle  
1-45 that is designed primarily as temporary living quarters for  
1-46 recreation, camping, or seasonal use and that is built on a single  
1-47 chassis, mounted on wheels, and has a gross trailer area not  
1-48 exceeding 400 square feet in the set-up mode.

1-49 (9) "Premises" means a tenant's manufactured home lot,  
1-50 any area or facility the lease authorizes the tenant to use, and the  
1-51 appurtenances, grounds, and facilities held out for the use of  
1-52 tenants generally.

1-53 (10) [~~(9)~~] "Recreational vehicle" means a [~~motor~~]  
1-54 vehicle that is primarily designed as a temporary living quarters  
1-55 for recreational camping or travel use and that is permanently tied  
1-56 to, affixed, or anchored to the premises as in the case of a park  
1-57 model unit.

1-58 (11) [~~(10)~~] "Tenant" means a person who is:

1-59 (A) authorized by a lease agreement to occupy a  
1-60 lot to the exclusion of others in a manufactured home community; and

1-61 (B) obligated under the lease agreement to pay  
1-62 rent, fees, and other charges.

1-63 SECTION 2. Section 94.051, Property Code, is amended to  
1-64 read as follows:

2-1           Sec. 94.051. INFORMATION TO BE PROVIDED TO PROSPECTIVE  
2-2 TENANT. At the time the landlord receives an application from a  
2-3 prospective tenant, the landlord shall give the tenant a copy of:

2-4           (1) the proposed lease agreement for the manufactured  
2-5 home community;

2-6           (2) any manufactured home community rules; and

2-7           (3) a separate disclosure statement with the following  
2-8 prominently printed in at least 10-point type:

2-9           "You have the legal right to an initial lease term of six  
2-10 months. If you prefer a different lease period, you and your  
2-11 landlord may negotiate a shorter or longer lease period. After the  
2-12 initial lease period expires, you and your landlord may negotiate a  
2-13 new lease term by mutual agreement. Regardless of the term of the  
2-14 lease, if the recreational vehicle is tied to, affixed, or  
2-15 otherwise a permanent part of the premises, the landlord must give  
2-16 you at least 60 days' notice if the landlord will not renew your  
2-17 lease and will require that you relocate your manufactured home or  
2-18 recreational vehicle. During the 60-day period, you must continue  
2-19 to pay all rent and other amounts due under the lease agreement,  
2-20 including late charges, if any."

2-21           SECTION 3. This Act takes effect immediately if it receives  
2-22 a vote of two-thirds of all the members elected to each house, as  
2-23 provided by Section 39, Article III, Texas Constitution. If this  
2-24 Act does not receive the vote necessary for immediate effect, this  
2-25 Act takes effect September 1, 2003.

2-26                           \* \* \* \* \*