

Draft
VIRGINIA CODE COMMISSION

Monday, June 18, 2018 - 10 a.m.
Richmond, Virginia 23219

Members Present: John S. Edwards; Ryan T. McDougle; Gregory D. Habeeb; James A. Leftwich, Jr.; E.M. Miller, Jr.; Thomas M. Moncure, Jr.; Chris Nolen; Samuel T. Towell; Mark Vucci

Members Absent: Robert L. Calhoun, Rita Davis, Leslie L. Lilley, Charles S. Sharp

Staff Present: Scott Meacham, Amigo Wade, Kristen Walsh, Karen Perrine, Anne Bloomsburg, Andrew Kubincanek, Jeff Sharp, Division of Legislative Services (DLS)

Others Present: Tom Lisk, Chair, Administrative Law Advisory Committee; Brian Kennedy, LexisNexis

Call to order; welcome and introduction of new members: Senator Edwards, chair, called the meeting to order at 10:05 a.m.

Approval of minutes: On motion of Mr. Moncure, seconded by Mr. Vucci, the minutes of the November 20, 2017, meeting of the Commission, as printed and distributed to the members, were approved with a correction to show that Mr. Calhoun was absent.

Appoint new member of the Administrative Law Advisory Committee (ALAC): Tom Lisk requested that the Commission appoint Jeffrey S. Palmore to ALAC to replace Edward Mullen. Mr. Palmore is an attorney at Reed Smith and previously served as a senior legal and policy advisor for the Governor of Virginia. His practice focuses on representing clients before the Virginia General Assembly, executive branch agencies, and local governments. The Commission approved the appointment.

Mr. Lisk presented ALAC's work plan for 2018 as follows: update the Hearing Officer's Deskbook and continue to examine the executive branch review process for regulatory actions by state agencies. On motion of Mr. Nolen, seconded by Delegate Habeeb, the work plan was approved.

Law Portal Security: Preston Warren, Manager, Enterprise Infrastructure, Division of Legislative Automated Services (DLAS), reported on the security of the Law Portal, which is the website containing the Code of Virginia, Virginia Administrative Code, Virginia Constitution, Charters, Authorities, Compacts, and Uncodified Acts, including the annual budget bill.

Mr. Warren explained generally how the security system works, including the use of encryption; scanning, flagging, and blocking incoming traffic; and security of the database. He stated that approximately two years ago, DLAS acquired a next-generation firewall. Data is backed up once each night, and DLAS maintains two full copies of the data at two separate sites.

Upon a question from Mr. Vucci, Mr. Warren stated that DLAS will start requiring users with passwords to access the actual data to change their passwords periodically.

Upon a question from Delegate Leftwich, Mr. Warren stated that incoming traffic is tracked through a combination of the IP address and a digital thumbprint that is created.

Not Set Out - Title 15.2: Mr. Sharp stated that at the request of the Code Commission, he conducted a review of the codified provisions in Title 15.2 of the Code of Virginia that currently show as "not set out," for example, § 15.2-1128, and prepared a written report with staff recommendations. Mr. Moncure suggested that the discussion be deferred until Judge Lilley could be present, as Judge Lilley

is a former president of the Local Government Attorneys Association. The Commission decided to proceed.

Mr. Sharp reviewed each "not set out" section and his recommendation. He explained that a number of the sections use population brackets. The Commission's policy since 2005 has been to convert to named localities when the population brackets clearly are intended to single out one or two specific localities. A locality can grow into a population bracket but cannot grow out of one. Delegate Habeeb stated that population brackets are poor drafting policy.

Mr. Sharp reviewed the following: §§ 15.2-1128, 15.2-1130, 15.2-1201.1, 15.2-1212, 15.2-1213, 15.2-1213.1, 15.2-1226, 15.2-1227, 15.2-1228, 15.2-1635.1, 15.2-2158, 15.2-2257, 15.2-2277, 15.2-3245, 15.2-5118, 15.2-5120, and 15.2-6201 and Chapters 46, 47, and 48 of Title 15.2. He noted that the following sections of the chapters are currently set out in the Code even if the rest of the sections are not: §§ 15.2-4617, 15.2-4715, and 15.2-4814. In addition, cross-references and styles will need to be updated in certain sections if set out.

The Commission requested additional information regarding § 15.2-2257.

The Commission also requested adding an editor's note to § 15.2-3245, which refers to all "proceedings heretofore taken," so the section will not be mistaken for a new section. Brian Kennedy stated that LexisNexis will work with Mr. Sharp to develop an editor's note.

Mr. Sharp noted that in Chapters 46, 47, and 48, the definition of terms such as "town," "county," and "locality" use population brackets. A drafting note for the 1997 recodification of Title 15.1 indicates that population brackets were retained and if the population figure was intended to refer to a census other than the 1990 census, the phrase "according to the 19__ (insert applicable year) census or any subsequent census," was added. The result of the change was that localities could grow into the population bracket as permitted by law. Mr. Sharp noted that for Chapter 48, Virginia Transportation Service District Act, approximately 12 localities have grown into the brackets.

Section 15.2-6201 is recommended for repeal because "findings of fact" are not typically codified in statute. Mr. Sharp will check with the appropriate member of the legislature for any concerns regarding repealing this section.

After discussion, the Commission deferred a decision until a meeting where Judge Lilley could be present. Mr. Vucci noted that a decision from the Speaker regarding reappointment has not been received.

Recodification of Title 55, Property and Conveyances: Amigo Wade reviewed the current status of the recodification project and the schedule for 2018. Staff will present the complete recodification report in October and the final draft bill in November.

Mr. Wade, assisted by Kristen Walsh, presented responses to seven items in Subtitle V that were questioned by the Commission. Specifically:

Chapter 1 - Escheats.

Item 1: Number of jurors required to concur in an inquest verdict (§ 55-175). Staff canvassed professionals in this area, and the vast majority agreed with the change to a simple majority. Senator McDougle moved that eight jurors be used as a majority. The motion was not seconded. Mr. Towell suggested using "at least seven." After discussion, the Commission determined to revise the first sentence to read "When the inquest is ~~ended~~ concluded and the verdict concurred in by at least seven

of the jurors impaneled, or at least seven of them, it such verdict shall be signed by those so concurring and by the escheator."

Item 2: Bond of escheator (§ 55-169). The Commission approved staff's recommendation to specify that an escheator's bond is unsecured, which is consistent with the requirements for allowing a fiduciary to qualify for giving bond without surety under the Virginia Small Estate Act (see § 64.2-1411 of the Act).

Item 3: Replacement of the term "seised" (§§ 55-171, 55-182, and 55-195). The Commission approved staff's recommendation to replace "seised of" with "in possession of" for consistency with the updated language used in the Title 64.2 recodification.

Chapter 5: Trespasses; Fences

Item 1: How a governing body of a county may make local fence law (§ 55-310). The Commission approved staff's recommendation to add "by ordinance."

Item 2: Notice requirement for petition to fix boundaries of villages (§ 55-324). Staff provided two options on the basis of input from 16 counties. The Commission approved Option 1, which was to use notification through a newspaper as provided in § 15.2-1427.

Item 3: Description of a lawful fence; "creep" versus "pass" (§ 55-299). The Commission discussed the use of "creep" versus "pass." On motion of Mr. Miller, seconded by Senator McDougle, the Commission changed its prior decision and voted to retain "creep."

Item 4: Duty to issue a warrant when a trespassing animal is impounded (§ 55-309). The Commission approved staff's recommendation not to delete the three-day return date for the warrant for damages and not to specify that the warrant was a warrant in debt.

Mr. Wade presented the chapters that are being relocated to other titles as follows:

1. Chapter 17 (Virginia Coordinate System) to Title 1 as Chapter 6.
2. Chapter 12 (Waste) to Title 8.01 as Article 15.1 of Chapter 3. The Commission determined to retain the term "parcener."
3. Chapter 9 (Assignments for Benefit of Creditors) to Title 8.01 as Chapter 18.1.
4. Chapter 30 (Disposition of Assets by Nonprofit Health Care Entities) to Title 32.1 as Chapter 20.
5. Chapter 32 (First-Time Home Buyer Savings Plan Act) to Title 36 as Chapter 12.
6. Chapter 2 (Educational, Literary and Charitable Gifts, Devises, etc.) to Title 57 as Article 1 of Chapter 2, with only one section in Article 1 (§ 55-26.1).

At the conclusion of the presentation, on motion of Mr. Vucci, seconded by Mr. Nolen, the Commission approved all the determinations of the Commission that were made at this meeting.

Public comment, adjournment: Senator Edwards opened the floor for public comment. No member of the public asked to be heard.

Other business - Closed session:

On motion of Delegate Habeeb, duly seconded, the Commission went into a closed session pursuant to the personnel exemption in § 2.2-3711 A 1 of the Code of Virginia to discuss and consider the position of Registrar of Regulations. The Commission returned to open session and unanimously

certified upon a roll call vote that only (i) public business matters lawfully exempted from open meeting requirements under the Virginia Freedom of Information Act and (ii) such public business matters as were identified in the motion for the closed session were heard, discussed, or considered in the closed meeting. The Commission approved the appointment of Karen W. Perrine as Registrar of Regulations pursuant to § 2.2-4102 of the Code of Virginia. Ms. Perrine thanked the Commission.

As there was no further business to discuss, the meeting was adjourned.

The next meeting is Monday, August 6, 2018, at 10 a.m. in the Speaker's Conference Room, 6th Floor, Pocahontas Building.

Title 55 Recodification
Reference Guide for Material to be presented on 8/6/18

I. Manufactured Home Lot Rental Act.

- Existing Chapter 13.3 containing the Manufactured Home Lot Rental Act is retained as Chapter 2 of proposed Subtitle III.
- The chapter consists of 16 pages and has not been presented to the Commission previously so it is presented for approval.
- Review of the Manufactured Home Lot Rental Act will complete the review of the text of Subtitle III of Title 55.1. All other chapters in Subtitle III were reviewed and approved by the Commission in 2016.

II. Technical reorganization of chapters relating to rental tenancies

- Since the initial approval of the organization of Subtitle III by the Commission, the General Assembly enacted Ch. 730 of the 2017 Acts of Assembly and Ch. 221 of the 2018 Acts of Assembly. The acts removed the substantive differences for properties exempt from the Virginia Residential Landlord and Tenant Act (VRLTA). With these legislative changes, three chapters of proposed Subtitle III can now be collapsed into a single chapter containing all provisions relating to residential rental tenancies.
- Staff recommends (i) reorganizing the three residential rental tenancy chapters into a single chapter containing all provisions relating to residential rental tenancies and (ii) changing the title of the "Commercial Tenancies" chapter to the more appropriate title of "Nonresidential Tenancies," which consists of the rental of any real estate for purposes other than residential use.
- The chapter reorganization does not change any of the previously approved text.

Title 55 Recodification Work Group By Selected Sub-Work Group

Rental Conveyance Sub-Work Group (7)

John G. "Chip" Dicks (FutureLaw)
Christie Marra (Virginia Poverty Law Center, Inc.)
Brian M. Gordon (Virginia Apartment and Office Building Association)
Tyler Craddock (Virginia Manufactured and Modular Housing Association)
Phil Abraham (Vectre Corporation)
Phil Storey (Legal Aid Justice Center)
John Rick (Attorney)

Common Interest Community Sub-Work Group (10)

Phillip Richardson (Eck, Collins & Richardson)
Robert Diamond (Reed Smith)
John G. "Chip" Dicks (FutureLaw)
Heather Gillespie (Department of Professional and Occupational Regulation)
Trisha Henshaw (DPOR)
Lucia Anna Trigiani (Mercer Trigiani)
David Mercer (Mercer Trigiani)
Edward Mullen (Reed Smith)
Jeremy Moss (Vandevender Black)
Nicole Brenner (Reed Smith)

Real Estate Conveyance Sub-Work Group (21)

Larry J. McElwain (Scott Kroner, PLC)
Melvin E. Tull, III (Virginia Bankers Association)
Philip W. Richardson (Eck, Collins & Richardson)
John G. "Chip" Dicks (FutureLaw)
Professor Eric Kades (William & Mary Law School)
Hon. John Frey (Clerk of the Circuit Court, Fairfax County)
Mary Broz Vaughan (DPOR)
Lucia Anna Trigiani (Mercer Trigiani)
Edward Mullen (Reed Smith)
David Mercer (Mercer Trigiani)
Benjamin D. Leigh (Atwill, Troxell & Leigh, P.C.)
Phil Abraham (Vectre Corporation)
Ann K. Crenshaw (Kaufman & Canoles)
Neil Kessler (Troutman Sanders)
Laura Farley (Virginia Association of REALTORS)
Jeffrey Palmore (Reed Smith)
Professor Alex Johnson (University of Virginia)
*Vicki Bridgeman (Director, Virginia Treasury Department, Division of Unclaimed Property)
*Ellen Coates (Senior Assistant Attorney General, Office of the Attorney General)

**Added to assist with review of the chapters pertaining to escheats and unclaimed property.*

1 CHAPTER ~~13.3~~ XX, [2]

2 MANUFACTURED HOME LOT RENTAL ACT.

3 **Drafting note: Existing Chapter 13.3, containing the Manufactured Home Lot Rental**
4 **Act, is retained as proposed Chapter XX [2].**

5 ~~§ 55-248.41~~ 55.1-xxx. Definitions.

6 ~~For the purposes of~~ As used in this chapter, unless expressly stated otherwise the context
7 requires a different meaning:

8 "Abandoned manufactured home" means a manufactured home occupying a manufactured
9 home lot pursuant to a written agreement under which (i) the tenant has defaulted in rent or ~~if~~ (ii)
10 the landlord has the right to terminate the ~~lease~~ written agreement pursuant to ~~§ 55-248.33~~ 55.1-
11 xxx.

12 "Guest or invitee" means a person, other than the tenant, who has the permission of the
13 tenant to visit but not to occupy the premises.

14 "Landlord" means the manufactured home park owner, ~~or the~~ lessor, or sublessor, ~~or a~~
15 manager of a manufactured home park. "Landlord" also means a manufactured home park
16 operator who fails to disclose the name of such owner, lessor, or sublessor as provided in ~~§ 55-~~
17 248.12 § 55.1-xxx [§ 55-248.12].

18 "Manufactured home" means a structure, transportable in one or more sections, ~~which that~~ that
19 in the traveling mode is ~~8~~ eight body feet or more in width or 40 body feet or more in length, or,
20 when erected on site, is 320 or more square feet, and ~~which that~~ is built on a permanent chassis
21 and designed to be used as a dwelling with or without a permanent foundation when connected to
22 the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems
23 ~~contained therein~~ in the structure.

24 "Manufactured home lot" means a parcel of land within the boundaries of a manufactured
25 home park provided for the placement of a single manufactured home and the exclusive use of its
26 occupants.

27 "Manufactured home owner" means the owner of a manufactured home.

28 "Manufactured home park" means a parcel of land under single or common ownership
29 upon which five or more manufactured homes are located on a continual, nonrecreational basis
30 together with any structure, equipment, road, or facility intended for use incidental to the
31 occupancy of the manufactured homes, ~~but~~. "Manufactured home park" does not include a
32 premises used solely for storage or display of uninhabited manufactured homes, or a premises
33 occupied solely by a landowner and members of his family.

34 "Manufactured home park operator" means a person employed or contracted by a
35 manufactured home park owner or landlord to manage a manufactured home park.

36 "Manufactured home park owner" means a person who owns land that accommodates a
37 manufactured home park.

38 "Owner" means one or more persons, jointly or severally, in whom is vested (i) all or part
39 of the legal title to the property, or (ii) all or part of the beneficial ownership and right to present
40 use and enjoyment of the premises, ~~and the term~~. "Owner" includes a mortgagee in possession.

41 "Reasonable charges in addition to rent" means any routine maintenance and utility
42 charges for which the tenant is liable under the rental agreement.

43 "Rent" means payments made by the tenant to the landlord for use of a manufactured home
44 lot and other facilities or services provided by the landlord.

45 "Rental agreement" means any agreement, written or oral, and valid rules and regulations
46 adopted in conformance with ~~§ 55-248.17~~ 55.1-xxx embodying the terms and conditions
47 concerning the use and occupancy of a manufactured home lot and premises and other facilities
48 or services provided by the landlord.

49 "Secured party" means the same as that term is defined in § 8.9A-102.

50 "Security interest" means the same as that term is defined in § 8.1A-201.

51 "Tenant" means a person entitled ~~as~~ under a rental agreement to occupy a manufactured
52 home lot to the exclusion of others.

53 **Drafting note: The definition of "guest or invitee" is duplicated from § 55.1-xxx [§**
54 **55-248.4]. Proposed definitions of "manufactured home owner," "manufactured home park**

55 operator," and "manufactured home park owner" are added for clarity and consistency of
56 usage. A reference to "manager" in the existing definition of "landlord" is replaced with
57 the newly defined term "manufactured home park operator" to reflect the appropriate
58 terminology for this chapter. The definitions of "reasonable charges in addition to rent,"
59 "secured party," and "security interest" are relocated from existing § 55-248.44:1 to this
60 section of chapter-wide definitions. Technical changes are made.

61 § ~~55-248.42~~ 55.1-xxx. Written rental agreement required.

62 A. ~~All~~ Before the tenancy begins, all parties shall sign and date a written rental agreement
63 that includes all terms governing the rental and occupancy of a manufactured home lot ~~shall be~~
64 ~~contained in a written agreement,~~ which shall be dated and signed by all parties thereto prior to
65 ~~commencement of tenancy. A~~ The landlord shall give the tenant a copy of the signed and dated
66 written rental agreement and a copy of the Manufactured Home Lot Rental Act (§ 55-248.41 ~~55.1-~~
67 ~~xxx et seq.)~~ this chapter or a clear and simple description of the obligations of landlords and
68 tenants under ~~the Manufactured Home Lot Rental Act shall be given by the landlord to the tenant~~
69 this chapter within seven days after the tenant signs the written rental agreement. ~~A copy of this~~
70 ~~chapter, including the full text of those sections of the Virginia Residential Landlord and Tenant~~
71 ~~Act (§ 55-248.2 et seq.) referenced in § 55-248.48, shall be posted in the manufactured home~~
72 ~~park.~~ The written rental agreement shall not contain any provisions contrary to the provisions of
73 this chapter and shall not contain a provision prohibiting the tenant from selling his manufactured
74 home. A notice of any change by a landlord in any terms or provisions of the written rental
75 agreement shall constitute a notice to vacate the premises, and such notice shall be given in
76 accordance with the terms of the written rental agreement or as otherwise required by law. The
77 written rental agreement shall not provide that the tenant pay any recurring charges except fixed
78 rent, utility charges, or reasonable incidental charges for services or facilities supplied by the
79 landlord. The landlord shall post a copy of this chapter, including the full text of the sections
80 referenced in § 55.1-xxx [§ 55-248.48], in the manufactured home park.

81 B. In the event that any party has a secured interest in the manufactured home, the written
82 rental agreement or rental application shall ~~contain~~ include the name and address of ~~any~~ such
83 party ~~as well as~~ and the name and address of the dealer from whom the manufactured home was
84 purchased. In addition, the written rental agreement shall require the tenant to notify the landlord
85 within ~~ten~~ 10 days of any new security interest, change of existing security interest, or settlement
86 of security interest.

87 **Drafting note: Language is modernized and put into active voice. The term "written**
88 **agreement" or "agreement" is modified to "rental agreement" to use the defined term and**
89 **modified with the word "written" as appropriate for this section. The provision of**
90 **subsection A stating that the landlord shall post a copy of this chapter in the manufactured**
91 **home park is relocated to the end of the subsection for clarity. Technical changes are made.**

92 § ~~55-248.42-1~~ 55.1-xxx. Term of rental agreement; renewal; security deposits.

93 A. A ~~park owner~~ landlord shall offer all current and prospective year-round residents a
94 rental agreement with a rental period of not less than one year. Such offer shall contain the same
95 terms and conditions as are offered with shorter term leases, except that rental discounts may be
96 offered by a ~~park owner~~ landlord to residents who enter into a rental agreement for a period of not
97 less than one year.

98 B. Upon the expiration of a rental agreement, ~~such~~ the agreement shall be automatically
99 renewed for a term of one year with the same terms unless the ~~park operator~~ landlord provides
100 written notice to the tenant of any change in the terms of the agreement at least ~~sixty~~ 60 days prior
101 to the ~~termination~~ expiration date. In the ~~event~~ case of an automatic renewal of a rental agreement
102 ~~involving~~ for a year-round resident, the security deposit initially furnished by the tenant shall not
103 be increased by the ~~park owner~~ landlord, nor shall an additional security deposit be required.

104 C. Except as limited by subsection B ~~of this section~~, the provisions of § ~~55-248.15-1~~ 55.1-
105 xxx shall govern the terms and conditions of security deposits for rental agreements under this
106 chapter.

107 **Drafting note: The existing term "termination" is replaced by "expiration" in**
108 **subsection B for consistency of usage within the section. The defined term "landlord" is**
109 **used instead of "park owner" and "park operator," consistent with chapter-wide**
110 **definitions in § 55-248.41 [§ 55.1-xxx]. Technical changes are made.**

111 ~~§ 55-248.43~~ 55.1-xxx. Landlord's obligations.

112 The landlord shall:

113 1. Comply with applicable laws governing health, zoning, safety, and other matters
114 pertaining to manufactured home parks;

115 2. Make all repairs and do whatever is necessary to put and keep the manufactured home
116 park in a fit and habitable condition, including, ~~but not limited to,~~ maintaining in a clean and safe
117 condition all facilities and common areas provided by ~~him~~ the landlord for the use of ~~by the tenants~~
118 of two or more manufactured home lots;

119 3. Maintain in good and working order and condition all electrical, plumbing, sanitary,
120 heating, ventilating, air conditioning, and other facilities and appliances supplied or required to
121 be supplied by ~~him~~ the landlord;

122 4. Provide and maintain appropriate receptacles as a manufactured home park facility,
123 except when ~~door-to-door~~ door-to-door garbage and waste pickup is available within the
124 manufactured home park for the collection and storage of garbage and other waste incidental to
125 the occupancy of the manufactured home park, and arrange for the removal of ~~same~~ the garbage
126 and other waste; and

127 5. Provide reasonable access to electric, water, and sewage disposal connections for each
128 manufactured home lot. In the event of a planned disruption by the landlord in electric, water, or
129 sewage disposal services, the landlord shall give written notice to tenants no less than ~~forty-eight~~
130 48 hours prior to the planned disruption in service.

131 **Drafting note: In subdivision 2, "but not limited to" is removed following the term**
132 **"including" on the basis of § 1-218, which states, "'Includes' means includes, but not limited**
133 **to." Technical changes are made.**

134 § ~~55-248.44~~ 55.1-xxx. Tenant's obligations.

135 In addition to the provisions of the rental agreement, the tenant shall:

136 1. Comply with applicable laws affecting manufactured home owners and ~~lessors~~ tenants;

137 2. Keep and maintain the exterior of ~~his~~ the tenant's manufactured home and ~~his~~
138 manufactured home lot as clean and safe as conditions permit;

139 3. Place all garbage and other waste in the appropriate receptacles, which shall be provided
140 by the tenant when ~~door-to-door~~ door-to-door garbage and waste pickup is provided;

141 4. Use in a reasonable and orderly manner all facilities and appliances in the manufactured
142 home park, and require ~~other persons on the premises with his consent~~ any guest or invitee to do
143 so;

144 5. Conduct himself and require ~~other persons on the premises with his consent~~ any guest
145 or invitee to conduct ~~themselves~~ himself in a manner that will not disturb ~~his~~ the tenant's
146 neighbors' peaceful enjoyment of the premises;

147 6. Abide by all reasonable rules and regulations imposed by the landlord; and

148 7. In the absence of express written agreement to the contrary, occupy ~~his~~ the tenant's
149 manufactured home only as a dwelling unit.

150 **Drafting note: In subdivisions 4 and 5, the phrase "other persons on the premises**
151 **with his consent" is replaced by the defined term "guest or invitee." Technical changes are**
152 **made.**

153 § ~~55-248.44:1~~ 55.1-xxx. Rent; liability of secured party taking possession of an abandoned
154 manufactured home.

155 A. A secured party shall have no liability for rent or other charges to a landlord except as
156 provided in this section.

157 B. In the event that a manufactured home subject to a security interest becomes an
158 abandoned manufactured home, the landlord shall send notice of abandonment ~~shall be sent by~~
159 ~~the landlord~~ to the manufactured home owner, the secured party, and the dealer as provided for in
160 § ~~55-248.6~~, 55.1-xxx at the addresses shown in the ~~lease~~ written rental agreement or rental

161 application. The notice of abandonment shall state the amount of rent and the amount and nature
162 of any reasonable charges in addition to rent ~~that~~ for which the secured party will ~~become~~ be liable
163 ~~for payment to the landlord.~~ The notice shall include any written rental agreement previously
164 signed by the tenant and the landlord.

165 C. A secured party ~~who~~ that has a security interest in an abandoned manufactured home,
166 and who has a right to possession of the manufactured home under § 8.9A-609 or under the
167 applicable security agreement, ~~shall be~~ is liable to the landlord under the same payment terms as
168 the tenant ~~was paying~~ prior to the secured party's accrual of the right of possession; and for any
169 other reasonable charges in addition to rent incurred, ~~for~~. Such liability is for the period ~~which~~
170 that begins ~~fifteen~~ 15 days from receipt of the notice of abandonment by the secured party and
171 ends upon the earlier to occur of the removal of the abandoned manufactured home from the
172 manufactured home park or disposition of the abandoned manufactured home under §§ 8.9A-610
173 ~~et seq.~~ through 8.9A-624 or under the applicable security agreement.

174 D. This section shall not affect the availability of the landlord's lien as provided in § ~~55-~~
175 ~~230 et seq. of Chapter 13 of Title 55~~ 55.1-xxx [55-248.50:2], nor shall this section impact the
176 priority of the secured party's lien as provided in § 46.2-640.

177 E. ~~As used in this section, "security interest" shall have the same meaning as the term is~~
178 ~~defined in § 8.1A-201, and "secured party" shall have the same meaning as the term is defined in~~
179 ~~§ 8.9A-102.~~

180 F. ~~For purposes of this section, "reasonable charges in addition to rent" means any routine~~
181 ~~maintenance and utility charges for which the tenant is liable under the rental agreement.~~

182 ~~G.~~ Any rent or reasonable charges in addition to rent owed by the secured party to the
183 landlord pursuant to this section shall ~~also~~ be paid to the landlord prior to the removal of the
184 manufactured home from the manufactured home park.

185 ~~H.~~ F. If a secured party ~~who~~ that has a secured interest in an abandoned manufactured
186 home becomes liable to the landlord pursuant to this section, then the relationship between the
187 secured party and the landlord shall be governed by the rental agreement previously signed by the

188 tenant and the landlord unless otherwise agreed, except that the term of the rental agreement shall
189 convert to a month-to-month tenancy. No waiver is required to convert the rental agreement to a
190 month-to-month tenancy. Either the landlord or the secured party may terminate the month-to-
191 month tenancy upon giving written notice of ~~thirty~~ at least 30 days or more. The secured party
192 and the landlord are not required to execute a new rental agreement. Nothing in this section shall
193 be construed to be a waiver of any rights by the tenant.

194 **Drafting note: In subsection B, the term "lease" is changed to the defined tem "rental**
195 **agreement." The definitions in existing subsections E and F for "reasonable charges in**
196 **addition to rent," "secured party," and "security interest" are relocated to proposed § 55.1-**
197 **xxx [55-248.41], the section of chapter-wide definitions. Incorrect citations are corrected in**
198 **subsection C. Technical changes are made.**

199 ~~§ 55-248.45~~ 55.1-xxx. Demands and charges prohibited; access by tenant's guests or
200 invitees; purchases by manufactured home owner not restricted; exception; conditions of
201 occupancy.

202 A. A landlord shall not demand or collect:

203 1. An entrance fee for the privilege of leasing or occupying a manufactured home lot;

204 2. A commission on the sale of a manufactured home located in the manufactured home
205 park, unless the tenant expressly employs him to perform a service in connection with such sale,
206 but no such employment of the landlord by the tenant shall be a condition or term of the initial
207 sale or rental;

208 3. A fee for improvements or installations on the interior of a manufactured home, unless
209 the tenant expressly employs him to perform a service in connection with such ~~entrance,~~
210 ~~installation, improvement or sale~~ improvements or installations;

211 4. A fee, charge, or other thing of value from any provider of cable television service,
212 cable modem service, satellite master antenna television service, direct broadcast satellite
213 television service, subscription television service, or service of any other television programming
214 system in exchange for granting a television service provider mere access to the landlord's tenants

215 or giving the tenants of such landlord mere access to such service. A landlord may enter into a
216 service agreement with a television service provider to provide marketing and other services to
217 the television service provider, designed to facilitate the television service provider's delivery of
218 its services. Under such a service agreement, the television service provider may compensate the
219 landlord for the reasonable value of the services provided, and for the reasonable value of the
220 landlord's property used by the television service provider.

221 No landlord shall demand or accept any such payment from any tenants in exchange
222 ~~therefor~~ for such services, unless the landlord is itself the provider of the service. ~~Nor,~~ nor shall
223 any landlord discriminate in rental charges between tenants who receive any such service and
224 those who do not. ~~Nothing contained herein in this subdivision~~ shall prohibit a landlord from
225 requiring that the provider of such service and the tenant bear the entire cost of the installation,
226 operation, or removal of the facilities incident ~~thereto~~, to such installation, operation, or removal
227 or prohibit a landlord from demanding or accepting reasonable indemnity or security for any
228 damages caused by such installation, operation, or removal; or

229 5. An exit fee for moving a manufactured home from a manufactured home park.

230 B. ~~An~~ A guest or invitee of the tenant shall have free access to the tenant's manufactured
231 home site without charge or registration.

232 C. A manufactured home owner shall not be restricted in his choice of vendors from whom
233 he may purchase his (i) manufactured home, except in connection with the initial leasing or
234 renting of a newly constructed lot not previously leased or rented to any other person, or (ii) goods
235 and services. However, nothing in this chapter shall prohibit a landlord from prescribing
236 reasonable requirements governing, as a condition of occupancy, the style, size, or quality of the
237 manufactured home, or other structures placed on the manufactured home lot.

238 **Drafting note: The term "guest or invitee" is used instead of "invitee" in the**
239 **catchline and in subsection B for conformity throughout the subtitle. The terms "entrance"**
240 **and "sale" are deleted from subdivision A 3 because fees related to sales are discussed in**

241 **subdivision A 2 and reference to an entrance fee was incorrect. The terms "improvements**
242 **or installations" are reordered for internal consistency. Technical changes are made.**

243 ~~§ 55-248.45:1~~ 55.1-xxx. Charge for utility service.

244 Notwithstanding the provisions of ~~§ 56-245.3~~ 55.1-xxx, a ~~park owner~~ landlord who
245 purchases from a publicly regulated utility any electricity, gas, or other utility service, including
246 water and sewer services, for resale or pass-through to a ~~resident~~ tenant may not charge for the
247 resale or pass-through of such service an amount that exceeds the amount permitted under the
248 provisions of ~~§ 55-226.2~~ 55.1-xxx.

249 **Drafting note: The term "resident," which is not a defined term, is changed to the**
250 **defined term "tenant." The term "landlord" is used instead of "park owner" for consistency**
251 **with the chapter-wide definition.**

252 ~~§ 55-248.46~~ 55.1-xxx. Termination of tenancy.

253 A. Either party may terminate a rental agreement ~~which is for~~ with a term of 60 days or
254 more by giving written notice to the other at least 60 days prior to the termination date; however,
255 the rental agreement may require a longer period of notice. Notwithstanding the provisions of this
256 section, where a landlord and seller of a manufactured home have in common (i) one or more
257 owners, (ii) immediate family members, or (iii) officers or directors, the rental agreement shall be
258 renewed except for reasons that would justify a termination of the rental agreement or eviction by
259 the landlord as authorized by this chapter. A landlord may not cause the eviction of a tenant by
260 willfully interrupting gas, electricity, water, or any other essential service, or by removal of the
261 manufactured home from the manufactured home lot, or by any other willful self-help measure.

262 B. If the termination is due to rehabilitation or a change in the use of all or any part of a
263 manufactured home park by the landlord, a 180-day written notice is required to terminate a rental
264 agreement. ~~Changes shall include, but not be limited to,~~ As used in this subsection, "change"
265 includes conversion to hotel, motel, or other commercial use; planned unit development;
266 rehabilitation; demolition; or sale to a contract purchaser. This 180-day notice requirement shall
267 not be waived; however, a period of less than 180 days may be agreed upon by both the landlord

268 and tenant in a written agreement separate from the rental agreement ~~or lease~~ executed after such
269 notice is given and applicable only to the 180-day notice period.

270 **Drafting note: In subsection B, "but not limited to" is removed following the term**
271 **"include" on the basis of § 1-218, which states, "'Includes' means includes, but not limited**
272 **to." Technical changes are made.**

273 ~~§ 55-248.46:1~~ 55.1-xxx. Waiver of landlord's right to terminate.

274 Unless the landlord accepts the rent with reservation, and gives a written notice to the
275 tenant of such acceptance within five business days of receipt of the rent, acceptance of periodic
276 rent payments with knowledge in fact of a material noncompliance by the tenant shall constitute
277 a waiver of the landlord's right to terminate the rental agreement. Except as provided in ~~§ 55-243~~
278 55.1-xxx, if the landlord has given the tenant written notice that the rent payments have been
279 accepted with reservation, the landlord may accept full payment of all rent payments and still be
280 entitled to receive an order of possession terminating the rental agreement.

281 **Drafting note: No change.**

282 ~~§ 55-248.47~~ 55.1-xxx. Sale or lease of manufactured home by manufactured home owner.

283 ~~The~~ No landlord shall ~~not~~ unreasonably refuse or restrict the sale or rental of a
284 manufactured home located in his manufactured home park by a tenant. ~~The~~ No landlord shall ~~not~~
285 prohibit the manufactured home owner from placing a "for sale" sign on or in ~~his~~ the owner's
286 home except that the size, placement, and character of all signs are subject to the rules and
287 regulations of the manufactured home park. Prior to selling or leasing the manufactured home,
288 the tenant shall give notice to the landlord, including, ~~but not limited to,~~
289 prospective vendee or lessee if the prospective vendee or lessee intends to occupy the
290 manufactured home in that manufactured home park. The landlord shall have the burden of
291 proving that his refusal or restriction regarding the sale or rental of a manufactured home was
292 reasonable. The refusal or restriction of the sale or rental of a manufactured home ~~based~~
293 exclusively or predominantly based on the age of the home shall be considered unreasonable. Any

294 refusal or restriction ~~because of~~ based on race, color, religion, national origin, familial status,
295 elderliness, handicap, or sex shall be conclusively presumed to be unreasonable.

296 **Drafting note: The first sentence of the section is recast in affirmative form consistent**
297 **with current drafting practice. The term "manufactured home park" is used instead of**
298 **"park" for consistency with chapter-wide definitions. The term "but not limited to" is**
299 **removed following "including" on the basis of § 1-218, which states, "'Includes' means**
300 **includes, but not limited to." Technical changes are made.**

301 § ~~55-248.48~~ 55.1-xxx. Other provisions of law applicable.

302 Sections ~~55-248.6~~ 55.1-xxx, ~~55-248.8~~ 55.1-xxx, ~~55-248.9~~ 55.1-xxx, ~~55-248.12~~ 55.1-xxx,
303 ~~55-248.14~~ 55.1-xxx, ~~55-248.15:1~~ 55.1-xxx, ~~55-248.17~~ 55.1-xxx, ~~55-248.21~~ 55.1-xxx through ~~55-~~
304 ~~248.33~~ 55.1-xxx, ~~55-248.35~~ 55.1-xxx, ~~55-248.36~~ 55.1-xxx, and ~~55-248.40~~ 55.1-xxx of the
305 ~~Virginia Residential Landlord and Tenant Act~~ shall, insofar as they are not inconsistent with this
306 chapter, apply, mutatis mutandis, to the rental and occupancy of a manufactured home lot.

307 **Drafting note: Technical changes.**

308 § ~~55-248.49~~ 55.1-xxx. ~~Power Authority of~~ local governments over manufactured home
309 parks.

310 The governing body of ~~every county, city, and town~~ any locality may adopt ordinances to
311 enforce the obligations imposed on landlords by § ~~55-248.43~~ 55.1-xxx.

312 **Drafting note: The phrase "county, city, and town" is replaced by "locality" on the**
313 **basis of § 1-221, which states that "'locality' means a county, city, or town as the context**
314 **may require."**

315 § ~~55-248.49:1~~ 55.1-xxx. Notice of uncorrected violations.

316 If a landlord does not remedy a violation of an ordinance that pertains to the health and
317 safety of tenants in a manufactured home park within seven days of receiving notice from the
318 locality of such violation, the locality shall notify tenants of the manufactured home park who are
319 affected by the violation. Such notification may consist of posting the notice of violation in a

320 conspicuous place in the manufactured home park or mailing copies of the notice to affected
321 tenants.

322 **Drafting note: No change.**

323 ~~§ 55-248.50~~ 55.1-xxx. Retaliatory conduct prohibited.

324 A. Except as provided in this section, or as otherwise provided by law, a landlord shall not
325 retaliate by selectively increasing rent or decreasing services or by bringing or threatening to bring
326 an action for possession after ~~he~~ the landlord has knowledge that: (i) the tenant has complained to
327 a governmental agency charged with responsibility for enforcement of a building or housing code
328 of a violation applicable to the premises materially affecting health or safety; (ii) the tenant has
329 made a complaint to or filed a suit against the landlord for a violation of any provision of this
330 chapter; (iii) the tenant has organized or become a member of a tenants' organization; or (iv) the
331 tenant has testified in a court proceeding against the landlord.

332 B. The landlord shall be deemed to have knowledge of a fact if he has actual knowledge
333 of it; ~~he~~ he has received a notice or notification of it; ~~or, from all the facts and circumstances known~~
334 to him at the time in question, he has reason to know that it exists.

335 C. Notwithstanding the provisions of subsections A and B ~~of this section~~, a landlord may
336 terminate the rental agreement pursuant to subsection A of ~~§ 55-248.46~~ 55.1-xxx and bring an
337 action for possession if:

338 1. Violation of the applicable building and housing code was caused by lack of reasonable
339 care by the tenant ~~or~~ a member of his the tenant's household, ~~or a person on the premises with his~~
340 ~~consent~~ guest or invitee of the tenant;

341 2. The tenant is in default in rent; or

342 3. The tenant is in default of a provision of the rental agreement materially affecting the
343 health and safety of ~~himself~~ the tenant or others.

344 **Drafting note: The defined term "guest or invitee" is added for clarity and**
345 **consistency in place of "a person on the premises with his consent." Technical changes are**
346 **made.**

347 § ~~55-248.50:1~~ 55.1-xxx. Eviction of ~~resident~~ tenant.

348 A ~~manufactured home park owner or operator~~ landlord may ~~only~~ evict a ~~resident~~ tenant
349 only for:

350 1. Nonpayment of rent;

351 2. Violation of the applicable building and housing code caused by a lack of reasonable
352 care by the tenant ~~or~~, a member of ~~his~~ the tenant's household, or a ~~person on the premises with his~~
353 ~~consent~~ guest or invitee of the tenant;

354 3. Violation of a federal, state, or local law or ordinance that is detrimental to the health,
355 safety, and welfare of other ~~residents~~ tenants in the manufactured home park;

356 4. Violation of any rule or provisions of the rental agreement materially affecting the
357 health, safety, and welfare of ~~himself~~ the tenant or others; or

358 5. Two or more violations of any rule or provision of the rental agreement occurring within
359 a six-month period.

360 **Drafting note: In the first paragraph, the phrase "manufactured home park owner**
361 **or operator" is replaced with the defined term "landlord," and the word "resident" is**
362 **replaced with the defined term "tenant." In subdivision 2, the phrase "person on the**
363 **premises with this consent" is replaced with the defined term "guest or invitee." In**
364 **subdivision 3, the word "park" is replaced with the defined term "manufactured home**
365 **park." Technical changes are made.**

366 § ~~55-248.50:2~~ 55.1-xxx. Right to sell manufactured home upon eviction.

367 A ~~resident~~ tenant who has been evicted from a manufactured home park shall have ~~ninety~~
368 90 days after judgment has been entered in which to sell the manufactured home or remove the
369 manufactured home from the manufactured home park. Such ~~resident~~ tenant shall be responsible
370 for paying the rental amount and for regular maintenance of the manufactured home lot during
371 the period between the date of eviction and the sale of the manufactured home or the removal of
372 the manufactured home from the manufactured home park. Such right to keep the manufactured
373 home in the manufactured home park shall be conditioned upon the payment of all rent accrued

374 prior to the date of judgment and prospective monthly rent as it becomes due. During such term,
375 a secured party shall be liable for such charges as provided in ~~§ 55-248.44:1~~ § 55.1-xxx. The
376 manufactured home park owner shall have a lien on the manufactured home to the extent that
377 such rental payments are not made. Any sale of the manufactured home shall be subject to the
378 rights of any secured party having a security interest in the home, and the lien granted to the
379 manufactured home park owner under this section shall be subject to any such security interest.

380 **Drafting note: The word "park" is clarified by the defined term "manufactured**
381 **home park," the word "home" is clarified by the defined term "manufactured home," and**
382 **the word "resident" is clarified by the defined term "tenant." A technical change is made.**

383 § 55.1-xxx. Transfer of deposits upon purchase.

384 The manufactured home owner shall transfer any security deposits and any accrued
385 interest on the deposits in his possession to the new owner at the time of the transfer of the rental
386 property.

387 **Drafting note: This proposed section is based on existing § 55-507, which is relocated**
388 **to Chapter XX [1] as § 55.1-xxx because it also applies to the rental of manufactured homes.**

389 ~~§ 55-248.51~~ § 55.1-xxx. Penalties for violation of chapter.

390 If the landlord acts in willful violation of ~~§§ 55-248.43~~ § 55.1-xxx, ~~55-248.45~~ § 55.1-xxx,
391 ~~55-248.47~~ § 55.1-xxx, or ~~§ 55-248.50~~ § 55.1-xxx or if the landlord fails to provide a written, dated
392 lease rental agreement, the tenant is entitled to recover from the landlord an amount equal to the
393 greater of either the tenant's monthly rental payment at the time of the violation, or actual damages
394 and reasonable ~~attorney's~~ attorney fees.

395 **Drafting note: Technical changes.**

396 ~~§ 55-248.52~~ § 55.1-xxx. Injunctive relief.

397 The attorney for any ~~county, city, or town~~ locality may file an action for injunctive relief
398 for violations of this chapter.

399 **Drafting note: The existing phrase "county, city, and town" is replaced with**
400 **"locality" on the basis of § 1-221, which states, "'Locality' means a county, city, or town as**
401 **the context may require."**

402

#

Proposed Subtitle III Chapter Reorganization

Subtitle II Organization Approved 2016	Proposed Subtitle III Reorganization
<p>Part A. Residential Tenancies</p> <p>Chapter XX (1) General Provisions</p> <p>Chapter XX (2) Virginia Residential Landlord Tenant Act</p> <p>Chapter XX (3) Other Residential Tenancies</p> <p>Part B. Commercial and Other Tenancies</p> <p>Chapter XX (4) Manufactured Home Lot Rental Act</p> <p>Chapter XX (5) Residential Ground Rent Act</p> <p>Chapter XX (6) Commercial Tenancies</p> <p>Chapter XX (7) Deeds of Lease</p> <p>Chapter XX (8) Emblements</p>	<p>Chapter XX (1) Virginia Residential Landlord and Tenant Act</p> <p>Chapter XX (2) Manufactured Home Lot Rental Act</p> <p>Chapter XX (3) Nonresidential Tenancies</p> <p>Chapter XX (4) Residential Ground Rent Act</p> <p>Chapter XX (5) Deeds of Lease</p> <p>Chapter XX (6) Emblements</p>

Proposed Chapter 1 - Virginia Residential Landlord and Tenant Act Title 55 Recodification

Proposed Provision	Chapter 13.2 (VRLTA)	Chapter 13 (Landlord and Tenant)
Article 1. General Provisions.		
55.1-xxx. Definitions.	55-248.4	55-225.02
55.1-xxx. Applicability of chapter.	55-248.3:1	55-225.01
55.1-xxx. Notice.	55-248.6	55-225.20
55.1-xxx. Application deposit and application fee.	55-248.6:1	55-225.21
55.1-xxx. Terms and conditions of rental agreement; copy for tenant; accounting of rental payments.	55-248.7	55-225.22 55-225.15
55.1-xxx. Prepaid rent; maintenance of escrow account.	55-248.7:1	55-225.23
55.1-xxx. Landlord may obtain certain insurance for tenant.	55-248.7:2	55-225.24
55.1-xxx. Effect of unsigned or undelivered rental agreement.	55-248.8	55-225.25
55.1-xxx. Prohibited provisions in rental agreements.	55-248.9	55-225.22:11
55.1-xxx. Confidentiality of tenant records.	55-248.9:1	55-225.26
55.1-xxx. Landlord and tenant remedies for abuse of access.	55-248.10:1	55-225.27
55.1-xxx. Appointment of resident agent by nonresident property owner; services of process, etc., on such agent or on Secretary of the Comm.		55-218.1
55.1-xxx. Energy submetering, energy allocation equipment, sewer and water submetering equipment, and ratio utility billing systems; local government fees.		55-226.2
§ 55-507. Transfer of deposits upon purchase.		current Chapter 25
Article 2. Landlord Obligations.		
55.1-xxx. Inspection of premises.	55-248.11:1	55-225.6
55.1-xxx. Disclosure of mold in dwelling units.	55-248.11:2	55-225.7
55.1-xxx. Disclosure.	55-248.12	55-225.29
55.1-xxxx. Required disclosures for properties located adjacent to a military air installation; remedy for nondisclosure.	55-248.12:1	55-225.11:01
55.1-xxx. Required disclosures for properties with defective drywall; remedy for nondisclosure.	55-248.12:2	55-225.11
55.1-xxx. Required disclosures for property previously used to manufacture methamphetamine; remedy for nondisclosure.	55-248.12:3	55-225.17
55.1-xxx. Landlord to maintain fit premises.	55-248.13	55-225.3
55.1-xxx. Landlord to provide locks and peepholes.	55-248.13:1	
55.1-xxx. Access of tenant to cable, satellite and other television facilities.	55-248.13:2	

Proposed Provision	Chapter 13.2 (VRLTA)	Chapter 13 (Landlord and Tenant)
55.1-xxx. Notice to tenants for insecticide or pesticide use.	55-248.13:3	55-225.30
55.1-xxx. Limitation of liability.	55-248.14	55-225.31
55.1-xxx. Tenancy at will; effect of notice of change of terms or provisions of tenancy.	55-248.15	55-225.32
55.1-xxx. Security deposits.	55-248.15:1	55-225.19
55.1-xxx. Terms and conditions of rental agreement; copy for tenant; accounting of rental pymts.	55-248.7	55-225.15.
Article 3. Tenant Obligations.		
55.1-xxx. Tenant to maintain dwelling unit.	55-248.16	55-225.4
55.1-xxx. Rules and regulations.	55-248.17	55-225.33
55.1-xxx. Access; consent; correction of nonemergency conditions; relocation of tenant.	55-248.18	55-225.34
55.1-xxx. Access following entry of certain court orders.	55-248.18:1	55-225.5
55.1-xxx. Relocation of tenant where mold remediation needs to be performed in the dwelling unit.	55-248.18:2	55-225.9
55.1-xxx. Use and occupancy by tenant.	55-248.19	55-225.36
55.1-xxx. Tenant to surrender possession of dwelling unit.	55-248.20	55-225.37
Article 4. Tenant Remedies		
55.1-xxx. Noncompliance by landlord.	55-248.21	55-225.13
55.1-xxx. Early termination of rental agreement by military personnel.	55-248.21:1	55-225.49
55.1-xxx. Early termination of rental agreements by victims of family abuse, sexual abuse, or criminal sexual assault.	55-248.21:2	55-225.16
55.1-xxx. Notice to tenant in event of foreclosure.	55-248.21:3	55-225.10
55.1-xxx. Failure to deliver possession.	55-248.22	55-225.50
55.1-xxx. Wrongful failure to supply heat, water, hot water or essential services.	55-248.23	55-225.12:1
55.1-xxx. Fire or casualty damage.	55-248.24	55-225.35
55.1-xxx. Landlord's noncompliance as defense to action for possession for nonpayment of rent.	55-248.25	55-225.13:1
55.1-xxx. Rent escrow required for continuance of tenant's case.	55-248.25:1	55-225.14
55.1-xxx. Tenant's remedies for landlord's unlawful ouster, exclusion or diminution of service.	55-248.26	55-225.2
55.1-xxx. Tenant's assertion; rent escrow.	55-248.27	55-225.12
Article 5. Landlord Remedies		
55.1-xxx. Noncompliance with rental agreement; monetary penalty.	55-248.31	55-225.43

Proposed Provision	Chapter 13.2 (VRLTA)	Chapter 13 (Landlord and Tenant)
55.1-xxx. Barring guest or invitee of tenants.	55-248.31:01	55-225.44
55.1-xxx. Sheriffs authorized to serve certain notices; fees therefor.	55-248.31:1	55-225.45
55.1-xxx. Remedy by repair, etc.; emergencies.	55-248.32	55-225.46
55.1-xxx. Remedies for absence, nonuse and abandonment.	55-248.33	55-225.39
55.1-xxx. Landlord's acceptance of rent with reservation.	55-248.34:1	55-225.47
55.1-xxx. Remedy after termination.	55-248.35	55-225.48
55.1-xxx. Recovery of possession limited.	55-248.36	55-225.1
55.1-xxx. Periodic tenancy; holdover remedies.	55-248.37	55-225.38
55.1-xxx. Disposal of property abandoned by tenants.	55-248.38:1	55-225.40
55.1-xxx. Authority of sheriffs to store and sell personal property removed from residential premises; recovery of possession by owner; disposition or sale.	55-248.38:2	55-225.41
55.1-xxx. Disposal of property of deceased tenants.	55-248.38:3	55-225.42
55.1-xxx. Who may recover rent or possession.		55-246.1
Article 6. Retaliatory Action		
55.1-xxx. Retaliatory conduct prohibited.	55-248.39	55-225.18
55.1-xxx. Actions to enforce chapter.	55-248.40	55-225.28

1

SUBTITLE III.

2

RENTAL CONVEYANCES.

3

4

5

6

7

Drafting note: Proposed Subtitle III is created to logically reorganize all provisions relating to rental conveyances. Proposed Subtitle III contains six chapters: Chapter XX [1], Virginia Residential Landlord and Tenant Act; Chapter XX [2], Manufactured Home Lot Rental Act; Chapter XX [3], Nonresidential Tenancies; Chapter XX [4], Residential Ground Rent Act; Chapter XX [5], Deeds of Lease; and Chapter XX [6], Emblements.

8

~~CHAPTER 13.2~~ XX. [1]

9

VIRGINIA RESIDENTIAL LANDLORD AND TENANT ACT.

10

11

12

Drafting note: Existing Chapter 13.2, the Virginia Residential Landlord and Tenant Act (VRLTA), is retained as proposed Chapter XX [1]. Existing Articles 1 through 6 are retained.

13

Article 1.

14

General Provisions.

15

16

Drafting note: Existing Article 1, relating to general provisions for residential tenancies, is retained.

17

~~§ 55-248.2. Short title.~~

18

19

~~This chapter may be cited as the "Virginia Residential Landlord and Tenant Act" or the "Virginia Rental Housing Act."~~

20

21

22

Drafting note: Existing § 55-248.2 is recommended for repeal on the basis of § 1-244, which states that the caption of a subtitle, chapter, or article operates as a short title citation. The short title citation is retained in the title of proposed Chapter XX [1].

23

~~§ 55-248.4~~ 55.1-xxx. Definitions.

24

25

~~When As used in this chapter, unless expressly stated otherwise the context requires a~~
different meaning:

26 "Action" means any recoupment, counterclaim, ~~set-off~~ setoff, or other civil suit and any
27 other proceeding in which rights are determined, including ~~without limitation~~ actions for
28 possession, rent, unlawful detainer, unlawful entry, and distress for rent.

29 "Application deposit" means any refundable deposit of money, however denominated,
30 including all money intended to be used as a security deposit under a rental agreement, or
31 property, ~~which~~ that is paid by a tenant to a landlord for the purpose of being considered as a
32 tenant for a dwelling unit.

33 "Application fee" means any nonrefundable fee, ~~which~~ that is paid by a tenant to a landlord
34 or managing agent for the purpose of being considered as a tenant for a dwelling unit. ~~An~~
35 ~~application fee shall not exceed \$50, exclusive of any actual out-of-pocket expenses paid by the~~
36 ~~landlord to a third party performing background, credit, or other pre-occupancy checks on the~~
37 ~~applicant. However, where an application is being made for a dwelling unit which is a public~~
38 ~~housing unit or other housing unit subject to regulation by the Department of Housing and Urban~~
39 ~~Development, an application fee shall not exceed \$32, exclusive of any actual out-of-pocket~~
40 ~~expenses paid to a third party by the landlord performing background, credit, or other pre-~~
41 ~~occupancy checks on the applicant.~~

42 "Assignment" means the transfer by any tenant of all interests created by a rental
43 agreement.

44 "Authorized occupant" means a person entitled to occupy a dwelling unit with the consent
45 of the landlord, but who has not signed the rental agreement and therefore does not have the
46 financial obligations as a tenant under the rental agreement.

47 "Building or housing code" means any law, ordinance, or governmental regulation
48 concerning fitness for habitation, or the construction, maintenance, operation, occupancy, use, or
49 appearance of any structure or that part of a structure that is used as a home, residence, or sleeping
50 place by one person who maintains a household or by two or more persons who maintain a
51 common household.

52 "Commencement date of rental agreement" means the date upon which the tenant is
53 entitled to occupy the dwelling unit as a tenant.

54 "Community land trust" means a community housing development organization whose (i)
55 corporate membership is open to any adult resident or organization of a particular geographic area
56 specified in the bylaws of the organization and (ii) board of directors includes a majority of
57 members who are elected by the corporate membership and are composed of tenants, corporate
58 members who are not tenants, and any other category of persons specified in the bylaws of the
59 organization and that:

60 1. Is not sponsored by a for-profit organization;

61 2. Acquires parcels of land, held in perpetuity, primarily for conveyance under long-term
62 ground leases;

63 3. Transfers ownership of any structural improvements located on such leased parcels to
64 the tenant; and

65 4. Retains a preemptive option to purchase any such structural improvement at a price
66 determined by formula that is designed to ensure that the improvement remains affordable to low-
67 income and moderate-income families in perpetuity.

68 "Dwelling unit" means a structure or part of a structure that is used as a home or residence
69 by one or more persons who maintain a household, including, ~~but not limited to,~~ a manufactured
70 home, as defined in § 55.1-xxx [§ 55-248.41].

71 "Effective date of rental agreement" means the date ~~upon~~ on which the rental agreement
72 is signed by the landlord and the tenant obligating each party to the terms and conditions of the
73 rental agreement.

74 "Essential service" includes heat, running water, hot water, electricity, and gas.

75 "Facility" means something that is built, constructed, installed, or established to perform
76 some particular function.

77 "Good faith" means honesty in fact in the conduct of the transaction concerned.

78 "Guest or invitee" means a person, other than the tenant or ~~person authorized by the~~
79 ~~landlord to occupy the premises~~ an authorized occupant, who has the permission of the tenant to
80 visit but not to occupy the premises.

81 "Interior of the dwelling unit" means the inside of the dwelling unit, consisting of interior
82 walls, floor, and ceiling, that enclose the dwelling unit as conditioned space from the outside air.

83 "Landlord" means the owner, lessor₂ or sublessor of the dwelling unit or the building of
84 which such dwelling unit is a part. "Landlord" also includes a managing agent of the premises
85 who fails to disclose the name of such owner, lessor₂ or sublessor. Such managing agent shall be
86 subject to the provisions of § 16.1-88.03. "Landlord shall" does not, however, include a
87 community land trust ~~as defined in § 55-221.1.~~

88 "Managing agent" means a person authorized by the landlord to act on behalf of the
89 landlord under an agreement.

90 "Mold remediation in accordance with professional standards" means mold remediation
91 of that portion of the dwelling unit or premises affected by mold, or any personal property of the
92 tenant affected by mold, performed consistent with guidance documents published by the ~~United~~
93 ~~States~~ U.S. Environmental Protection Agency, the U.S. Department of Housing and Urban
94 Development, or the American Conference of Governmental Industrial Hygienists (the
95 Bioaerosols Manual: Assessment and Control); Standard and Reference Guides of the Institute
96 of Inspection, Cleaning and Restoration Certification (IICRC) for Professional Water Damage
97 Restoration and Professional Mold Remediation;₂ or any protocol for mold remediation prepared
98 by an industrial hygienist consistent with ~~said~~ such guidance documents.

99 "Multifamily dwelling unit" means more than one single-family dwelling unit located in
100 a building. However, nothing in this definition shall be construed to apply to any nonresidential
101 space in such building.

102 "Natural person," wherever the chapter refers to an owner as a "natural person," includes
103 co-owners who are natural persons, either as tenants in common, joint tenants, tenants in
104 partnership, tenants by the entirety, trustees or beneficiaries of a trust, general partnerships,

105 limited liability partnerships, registered limited liability partnerships or limited liability
106 companies, or any other lawful combination of natural persons permitted by law.

107 "Notice" means notice given in writing by either regular mail or hand delivery, with the
108 sender retaining sufficient proof of having given such notice, ~~which may be either a United States~~
109 ~~postal certificate of mailing or~~ in the form of a certificate of service confirming such mailing
110 prepared by the sender. However, a person shall be deemed to have notice of a fact if he has actual
111 knowledge of it, he has received a verbal notice of it, or₂ from all of the facts and circumstances
112 known to him at the time in question, he has reason to know it exists. A person "notifies" or
113 "gives" a notice or notification to another by taking steps reasonably calculated to inform another
114 person₂ whether or not the other person actually comes to know of it. If notice is given that is not
115 in writing, the person giving the notice has the burden of proof to show that the notice was given
116 to the recipient of the notice.

117 "Organization" means a corporation, government, governmental subdivision or agency,
118 business trust, estate, trust, partnership₂ or association₂; two or more persons having a joint or
119 common interest₂; ~~or~~₂ any combination thereof₂; and any other legal or commercial entity.

120 "Owner" means one or more persons or entities, jointly or severally, including a mortgagee
121 in possession, in whom is vested:

- 122 1. All or part of the legal title to the property₂; or
- 123 2. All or part of the beneficial ownership and a right to present use and enjoyment of the
124 premises, ~~and the term includes a mortgagee in possession.~~

125 "Person" means any individual, group of individuals, corporation, partnership, business
126 trust, association₂ or other legal entity, or any combination thereof.

127 "Premises" means a dwelling unit and the structure of which it is a part ~~and~~₂ facilities and
128 appurtenances contained therein₂ and grounds, areas₂ and facilities held out for the use of tenants
129 generally or whose use is promised to the tenant.

130 "Processing fee for payment of rent with bad check" means the processing fee specified
131 in the rental agreement, not to exceed \$50, assessed by a landlord against a tenant for payment of

132 rent with a check drawn by the tenant on which payment has been refused by the payor bank
133 because the drawer had no account or insufficient funds.

134 "Readily accessible" means areas within the interior of the dwelling unit available for
135 observation at the time of the move-in inspection that do not require removal of materials,
136 personal property, equipment, or similar items.

137 "Rent" means all money, other than a security deposit, owed or paid to the landlord under
138 the rental agreement, including prepaid rent paid more than one month in advance of the rent due
139 date.

140 "Rental agreement" or "lease agreement" means all agreements, written or oral, and valid
141 rules and regulations adopted under ~~§ 55-248.17~~ 55.1-xxx embodying the terms and conditions
142 concerning the use and occupancy of a dwelling unit and premises.

143 "Rental application" means the written application or similar document used by a landlord
144 to determine if a prospective tenant is qualified to become a tenant of a dwelling unit. ~~A landlord
145 may charge an application fee as provided in this chapter and may request a prospective tenant to
146 provide information that will enable the landlord to make such determination. The landlord may
147 photocopy each applicant's driver's license or other similar photo identification, containing either
148 the applicant's social security number or control number issued by the Department of Motor
149 Vehicles pursuant to § 46.2-342. However, a landlord shall not photocopy a U.S. government-
150 issued identification so long as to do so is a violation of Title 18 U.S.C. Part I, Chapter 33, § 701.
151 The landlord may require that each applicant provide a social security number issued by the U.S.
152 Social Security Administration or an individual taxpayer identification number issued by the U.S.
153 Internal Revenue Service, for the purpose of determining whether each applicant is eligible to
154 become a tenant in the landlord's dwelling unit.~~

155 "Residential tenancy" means a tenancy that is based on a rental agreement between a
156 landlord and a tenant for a dwelling unit.

157 "Roomer" means a person occupying a dwelling unit that lacks a major bathroom or
158 kitchen facility, in a structure where one or more major facilities are used in common by occupants

159 of the dwelling unit and other dwelling units. "Major facility" in the case of a bathroom means a
160 toilet, and either a bath or shower, and in the case of a kitchen means a refrigerator, stove, or sink.

161 "Security deposit" means any refundable deposit of money that is furnished by a tenant to
162 a landlord to secure the performance of the terms and conditions of a rental agreement, as a
163 security for damages to the leased premises, or as a pet deposit. However, such money shall be
164 deemed an application deposit until the commencement date of the rental agreement. "Security
165 deposit ~~shall~~ does not include a damage insurance policy or renter's insurance policy, as those
166 terms are defined in ~~§ 55-248.7:2~~ 55.1-xxx, purchased by a landlord to provide coverage for a
167 tenant.

168 "Single-family residence" means a structure, other than a multi-family residential
169 structure, maintained and used as a single dwelling unit, condominium unit, or any other dwelling
170 unit that has direct access to a street or thoroughfare and ~~shares neither~~ does not share heating
171 facilities, hot water equipment, ~~nor~~ or any other essential facility or essential service with any
172 other dwelling unit.

173 "Sublease" means the transfer by any tenant of any but not all interests created by a rental
174 agreement.

175 "Tenant" means a person entitled only under the terms of a rental agreement to occupy a
176 dwelling unit to the exclusion of others and ~~shall include~~ includes a roomer. "Tenant ~~shall~~ does
177 not include (i) an authorized occupant, (ii) a guest or invitee, or (iii) any person who guarantees
178 or cosigns the payment of the financial obligations of a rental agreement but has no right to occupy
179 a dwelling unit.

180 "Tenant records" means all information, including financial, maintenance, and other
181 records about a tenant or prospective tenant, whether such information is in written or electronic
182 form or any other medium. ~~A tenant may request copies of his tenant records pursuant to § 55-~~
183 248.9:1.

184 "Utility" means electricity, natural gas, or water and sewer provided by a public service
185 corporation or such other person providing utility services as permitted under § 56-1.2. If the

186 rental agreement so provides, a landlord may use submetering equipment or energy allocation
187 equipment as defined in § 56-245.2; or a ratio utility billing system as defined in § ~~55-226.2~~ 55.1-
188 xxx.

189 "Visible evidence of mold" means the existence of mold in the dwelling unit that is visible
190 to the naked eye by the landlord or tenant in areas within the interior of the dwelling unit readily
191 accessible at the time of the move-in inspection.

192 "Written notice" means notice given in accordance with § ~~55-248.6~~ 55.1-xxx, including
193 any representation of words, letters, symbols, numbers, or figures, whether (i) printed in or
194 inscribed on a tangible medium or (ii) stored in an electronic form or any other medium,
195 retrievable in a perceivable form, and regardless of whether an electronic signature authorized by
196 ~~Chapter 42.1~~ the Uniform Electronic Transactions Act (§ 59.1-479 et seq.) of Title 59.1 is affixed.
197 ~~The landlord may, in accordance with a written agreement, delegate to a managing agent or other~~
198 ~~third party the responsibility of providing any written notice required by this chapter.~~

199 **Drafting note: In the definition of "action," "without limitation" is removed**
200 **following the term "including" on the basis of § 1-218, which states that throughout the**
201 **Code "'Includes' means includes, but not limited to." Language in the definition of**
202 **"application fee" pertaining to the amount of such fee is stricken and relocated to proposed**
203 **§ 55.1-xxx [§ 55-248.6:1] because it is substantive in nature. The definition for "community**
204 **land trust" is relocated from existing § 55-221.1. In the definition of "dwelling unit," "but**
205 **not limited to" is removed following the term "including" on the basis of § 1-218, which**
206 **states that throughout the Code "'Includes' means, includes, but not limited to." The**
207 **definition of "essential service" is added on the basis of the list of essential services in**
208 **existing § 55-248.23. In the definition of "guest or invitee," the phrase "person authorized**
209 **by the landlord to occupy the premises" is replaced with the defined term "authorized**
210 **occupant." In the definition of "Mold remediation in accordance with professional**
211 **standards," the references to guidance documents are updated to reflect current titles. In**
212 **the definition of "notice," reference to a U.S. postal certificate of mailing is stricken because**

213 that type of certificate is no longer in use. Language in the definition of "rental application"
214 pertaining to application fees and identification is stricken and relocated to proposed § 55.1-
215 xxx [§ 55-248.6:1] because it is substantive in nature. The definition of "residential tenancy"
216 is added for clarity in determining the applicability of this chapter. The last sentence in the
217 definition of "tenant records" is stricken because its provisions are contained in current law
218 in subsection D of proposed § 55.1-xxx [§ 55-248.9:1]. The last sentence in the definition of
219 "written notice" is stricken because its provisions are contained in current law in subsection
220 F of proposed § 55.1-xxx [§ 55-248.6]. Technical changes are made.

221 § ~~55-248.3:1~~ 55.1-xxx. Applicability of chapter; local authority.

222 A. This chapter shall apply to all jurisdictions in the Commonwealth and may not be
223 waived or otherwise modified, in whole or in part, by the governing body of any locality; or its
224 ~~boards and~~ or commissions or other instrumentalities; or by the courts of the Commonwealth.
225 Occupancy in a public housing unit or other housing unit that is a ~~residential~~ dwelling unit is
226 subject to this chapter; ; however, if the provisions of this chapter are inconsistent with the
227 regulations of the U.S. Department of Housing and Urban Development, such regulations shall
228 control.

229 B. The provisions of this chapter shall apply to occupancy in all single-family and
230 multifamily ~~residential~~ dwelling units and multifamily dwelling ~~unit~~ units located in the
231 Commonwealth. ~~However, where the landlord is a natural person, an estate, or a legal entity that~~
232 ~~owns no more than two single-family residential dwelling units in its own name subject to a rental~~
233 ~~agreement, such landlord may opt out of the Virginia Residential Landlord and Tenant Act (§ 55-~~
234 ~~248.2 et seq.) by so stating in a rental agreement with a tenant. Such residential dwelling units~~
235 ~~shall be exempt from this chapter and the provisions of §§ 55-225.01 through 55-225.48 shall be~~
236 ~~applicable.~~

237 ~~The provisions of this chapter shall not apply to instances where occupancy under a~~
238 ~~contract of sale of a dwelling unit or the property of which it is a part, if the occupant is the~~
239 ~~purchaser or a person who succeeds to his interest.~~

240 C. ~~Tenancies and occupancies that are not residential tenancies.~~ The following tenancies
241 and occupancies are not residential tenancies under this chapter:

242 1. Residence at a public or private institution, if incidental to detention or the provision of
243 medical, geriatric, educational, counseling, religious, or similar services;

244 2. Occupancy by a member of a fraternal or social organization in the portion of a structure
245 operated for the benefit of the organization;

246 3. Occupancy by an owner of a condominium unit or a holder of a proprietary lease in a
247 cooperative;

248 4. Occupancy in a campground as defined in § 35.1-1;

249 5. Occupancy by a tenant who pays no rent pursuant to a rental agreement; ~~or~~

250 6. Occupancy by an employee of a landlord whose right to occupancy in a multifamily
251 dwelling unit is conditioned upon employment in and about the premises or ~~an~~ a former employee
252 whose occupancy continues less than 60 days; or

253 7. Occupancy under a contract of sale of a dwelling unit or the property of which it is a
254 part, if the occupant is the purchaser or a person who succeeds to his interest.

255 D. ~~Occupancy.~~ The following provisions apply to occupancy in a hotel, motel, and
256 extended stay facility, etc.:

257 1. A guest who is an occupant of a hotel, motel, extended stay facility, vacation residential
258 facility, including those governed by the Virginia Real Estate Time-Share Act (§ ~~55-360~~ 55.1-xxx
259 et seq.), boardinghouse, or similar transient lodging shall not be construed to be a tenant living in
260 a dwelling unit if such person does not reside in such lodging as his primary residence. Such guest
261 shall be exempt from this chapter, and the innkeeper or property owner, or his agent, shall have
262 the right to use self-help eviction under Virginia law, without the necessity of the filing of an
263 unlawful detainer action in a court of competent jurisdiction and the execution of a writ of
264 possession issued pursuant to such action, which would otherwise be required under this chapter.

265 2. A hotel, motel, extended stay facility, vacation residential facility, including those
266 governed by the Virginia Real Estate Time-Share Act (§55.1-xxx et seq.), boardinghouse, or

267 similar transient lodging shall be exempt from the provisions of this chapter if overnight sleeping
268 accommodations are furnished to a person for consideration if such person does not reside in such
269 lodging as his primary residence.

270 3. If a person resides in a hotel, motel, extended stay facility, vacation residential facility,
271 including those governed by the Virginia Real Estate Time-Share Act (§ ~~55-360~~ 55.1-xxx et seq.),
272 boardinghouse, or similar transient lodging as his primary residence for ~~fewer than~~ 90 consecutive
273 days or less, such lodging shall not be subject to the provisions of this chapter. However, the
274 owner of such lodging establishment shall give a five-day written notice of nonpayment to a
275 person residing in such lodging and, upon the expiration of the five-day period specified in the
276 notice, may exercise self-help eviction if payment in full has not been received.

277 4. If a person resides in a hotel, motel, extended stay facility, vacation residential facility,
278 including those governed by the Virginia Real Estate Time-Share Act (§ ~~55-360~~ 55.1-xxx et seq.),
279 boardinghouse, or similar transient lodging as his primary residence for more than 90 consecutive
280 days or is subject to a written lease for more than 90 days, such lodging shall be subject to the
281 provisions of this chapter.

282 5. Nothing herein shall be construed to preclude the owner of a lodging establishment that
283 uses self-help eviction pursuant to this section from pursuing any civil or criminal remedies under
284 the laws of the Commonwealth.

285 ~~§ 55-248.3. Purposes of chapter.~~

286 ~~The purposes of this chapter are to simplify, clarify, modernize and revise the law~~
287 ~~governing the rental of dwelling units and the rights and obligations of landlords and tenants; to~~
288 ~~encourage landlords and tenants to maintain and improve the quality of housing; and to establish~~
289 ~~a single body of law relating to landlord and tenant relations throughout the Commonwealth;~~
290 ~~provided, however, that nothing~~

291 E. Nothing in this chapter shall prohibit a ~~county, city or town~~ locality from establishing
292 a commission, reconciliatory in nature only, or designating an existing agency, which upon mutual
293 agreement of the parties may mediate conflicts ~~which~~ that may arise out of the application of this

294 chapter, nor shall anything ~~herein~~ in this chapter be deemed to prohibit an ordinance designed to
295 effect compliance with local property maintenance codes. This chapter shall supersede all other
296 local, ~~county, or municipal~~ ordinances or regulations concerning landlord and tenant relations and
297 the leasing of residential property.

298 **Drafting note: Existing §§ 55-248.3 and 55-248.3:1 are combined. In subsections A**
299 **and B, the word "residential" is deleted before "dwelling unit" as redundant. Two sentences**
300 **of subsection B of existing § 55-248.3:1 related to opting out of the chapter are deleted as**
301 **obsolete: as of July 1, 2018, provisions of the existing VRLTA (existing Chapter 13.2) and**
302 **VLTA (existing Chapter 13) relating to residential tenancies have been made substantially**
303 **identical, so there are no longer alternative provisions that certain landlords may opt into.**
304 **The last sentence of subsection B related to occupancies under a contract of sale is relocated**
305 **to the list of tenancies that are not residential tenancies under subsection C. The initial**
306 **purpose statement in existing § 55-248.3 is stricken per the Code Commission general policy**
307 **that purpose statements do not have general and permanent application and thus are not**
308 **included in the Code. The provision ("provided, however, that nothing in this chapter ...")**
309 **of existing § 55-248.3 is relocated as proposed subsection E. Technical changes are made.**

310 ~~§ 55-248.5. Repealed.~~

311 **Drafting note: Repealed by Acts 2017, c. 730, cl. 2.**

312 ~~§ 55-248.6 55.1-xxx. Notice.~~

313 ~~A. As used in this chapter:~~

314 ~~"Notice" means notice given in writing by either regular mail or hand delivery, with the~~
315 ~~sender retaining sufficient proof of having given such notice, which may be either a United States~~
316 ~~postal certificate of mailing or a certificate of service confirming such mailing prepared by the~~
317 ~~sender. However, a person shall be deemed to have notice of a fact if he has actual knowledge of~~
318 ~~it, he has received a verbal notice of it, or from all the facts and circumstances known to him at~~
319 ~~the time in question, he has reason to know it exists. A person "notifies" or "gives" a notice or~~
320 ~~notification to another by taking steps reasonably calculated to inform another person whether or~~

321 ~~not the other person actually comes to know of it. If notice is given that is not in writing, the~~
322 ~~person giving the notice has the burden of proof to show that the notice was given to the recipient~~
323 ~~of the notice.~~

324 ~~B.~~ If the rental agreement so provides, the landlord and tenant may send notices in
325 electronic form₂; however₂, any tenant who so requests may elect to send and receive notices in
326 paper form. If electronic delivery is used, the sender shall retain sufficient proof of the electronic
327 delivery, which may be an electronic receipt of delivery, a confirmation that the notice was sent
328 by facsimile, or a certificate of service prepared by the sender confirming the electronic delivery.

329 B. In the case of the landlord, notice is served on the landlord at his place of business
330 where the rental agreement was made₇, or at any place held out by the landlord as the place for
331 receipt of the communication.

332 ~~C.~~ In the case of the tenant, notice is served at the tenant's last known place of residence,
333 which may be the dwelling unit.

334 ~~D.~~ C. Notice, knowledge₂ or a notice or notification received by an organization is
335 effective for a particular transaction from the time it is brought to the attention of the person
336 conducting that transaction, or from the time it would have been brought to his attention if the
337 organization had exercised reasonable diligence.

338 ~~E.~~ D. No notice of termination of tenancy served upon a tenant by a public housing
339 authority organized under the Housing Authorities Law (§ 36-1 et seq.) ~~of Title 36~~ shall be
340 effective unless it contains on its first page, in type no smaller or less legible than that otherwise
341 used in the body of the notice, the name, address₂ and telephone number of the legal services
342 program, if any, serving the jurisdiction ~~wherein~~ in which the premises ~~are~~ is located.

343 ~~F.~~ E. The landlord may, in accordance with a written agreement, delegate to a managing
344 agent or other third party the responsibility of providing any written notice under this chapter. The
345 landlord may also engage an attorney at law to prepare or provide any written notice under this
346 chapter or legal process under Title 8.01. Nothing herein shall be construed to preclude use of an

347 electronic signature as defined in § 59.1-480, or an electronic notarization as defined in § 47.1-2,
348 in any written notice under this chapter or legal process under Title 8.01.

349 **Drafting note: The definition of "notice" is deleted because it is contained in the**
350 **chapter-wide definitions section, § 55.1-xxx [§ 55-248.4]. Technical changes are made.**

351 ~~§ 55-248.6:~~ 55.1-xxx. Application deposit and application fee.

352 A. Any landlord may require a refundable application deposit in addition to a
353 nonrefundable application fee. If the applicant fails to rent the unit for which application was
354 made, from the application deposit the landlord shall refund to the applicant within 20 days after
355 the applicant's failure to rent the unit or the landlord's rejection of the application all sums in
356 excess of the landlord's actual expenses and damages together with an itemized list of ~~said~~ such
357 expenses and damages. If, however, the application deposit was made by cash, certified check,
358 cashier's check, or postal money order, such refund shall be made within 10 days of the applicant's
359 failure to rent the unit if the failure to rent is due to the landlord's rejection of the application. If
360 the landlord fails to comply with this section, the applicant may recover as damages suffered by
361 him that portion of the application deposit wrongfully withheld and reasonable attorney fees.

362 B. A landlord may request that a prospective tenant provide information that will enable
363 the landlord to determine whether each applicant may become a tenant. The landlord may
364 photocopy each applicant's driver's license or other similar photo identification, containing either
365 the applicant's social security number or control number issued by the Department of Motor
366 Vehicles pursuant to § 46.2-342. However, a landlord shall not photocopy a U.S. government-
367 issued identification so long as to do so is a violation of 18 U.S.C. § 701. The landlord may
368 require, for the purpose of determining whether each applicant is eligible to become a tenant in
369 the landlord's dwelling unit, that each applicant provide a social security number issued by the
370 U.S. Social Security Administration or an individual taxpayer identification number issued by the
371 U.S. Internal Revenue Service.

372 C. An application fee shall not exceed \$50, exclusive of any actual out-of-pocket expenses
373 paid by the landlord to a third party performing background, credit, or other pre-occupancy checks

374 on the applicant. However, where an application is being made for a dwelling unit that is a public
375 housing unit or other housing unit subject to regulation by the U.S. Department of Housing and
376 Urban Development, an application fee shall not exceed \$32, exclusive of any actual out-of-
377 pocket expenses paid to a third party by the landlord performing background, credit, or other pre-
378 occupancy checks on the applicant.

379 **Drafting note: Proposed subsection B contains substantive rental application**
380 **provisions relocated from the definition of "rental application" in existing § 55-248.4.**
381 **Proposed subsection C contains substantive rental application provisions relocated from the**
382 **definition of "application fee" in existing § 55-248.4. Technical changes are made.**

383 ~~§ 55-248.7~~ 55.1-xxx. Terms and conditions of rental agreement; payment of rent; copy of
384 rental agreement for tenant; accounting of rental payments.

385 A. A landlord and tenant may include in a rental agreement, terms and conditions not
386 prohibited by this chapter or other rule of law, including rent, charges for late payment of rent,
387 the term of the agreement, automatic renewal of the rental agreement, requirements for notice of
388 intent to vacate or terminate the rental agreement, and other provisions governing the rights and
389 obligations of the parties.

390 B. In the absence of a rental agreement, the tenant shall pay as rent the fair rental value
391 for the use and occupancy of the dwelling unit.

392 C. Rent shall be payable without demand or notice at the time and place agreed upon by
393 the parties. Unless otherwise agreed, rent is payable at the place designated by the landlord, and
394 periodic rent is payable at the beginning of any term of one month or less and otherwise in equal
395 installments at the beginning of each month. If the landlord receives from a tenant a written
396 request for a written statement of charges and payments, he shall provide the tenant with a written
397 statement showing all debits and credits over the tenancy or the past 12 months, whichever is
398 shorter. The landlord shall provide such written statement within 10 business days of receiving
399 the request.

400 D. Unless the rental agreement fixes a definite term, the tenancy shall be ~~week to week~~
401 week-to-week in the case of a ~~roomer~~ tenant who pays weekly rent, and month-to-month in all
402 other cases ~~month to month~~. Terminations of tenancies shall be governed by § ~~55-248.37~~ 55.1-
403 xxx unless the rental agreement provides for a different notice period.

404 E. If the rental agreement contains any provision ~~whereby~~ allowing the landlord ~~may to~~
405 approve or disapprove a sublessee or assignee of the tenant, the landlord shall, within 10 business
406 days of receipt ~~by him~~ of the written application of the prospective sublessee or assignee on a
407 form to be provided by the landlord, approve or disapprove the sublessee or assignee. Failure of
408 the landlord to act within 10 business days ~~shall be deemed~~ is evidence of his approval.

409 F. ~~A~~ The landlord shall provide a copy of any written rental agreement signed by both the
410 tenant and the landlord shall be provided to the tenant within one month of the effective date of
411 the written rental agreement. The failure of the landlord to deliver such a rental agreement shall
412 not affect the validity of the agreement.

413 G. No unilateral change in the terms of a rental agreement by a landlord or tenant shall be
414 valid unless (i) notice of the change is given in accordance with the terms of the rental agreement
415 or as otherwise required by law and (ii) both parties consent in writing to the change.

416 H. The landlord shall provide the tenant with a written receipt, upon request from the
417 tenant, whenever the tenant pays rent in the form of cash or money order.

418 **Drafting note: In subsection D, the term "roomer" is changed to "tenant" to correct**
419 **a drafting error. Technical changes are made.**

420 § ~~55-248.7:1~~ 55.1-xxx. Prepaid rent; maintenance of escrow account.

421 A landlord and a tenant may agree in a rental agreement that the tenant pay prepaid rent.
422 If a landlord receives prepaid rent, it shall be placed in an escrow account in a federally insured
423 depository authorized to do business in Virginia by the end of the fifth business day following
424 receipt and shall remain in the account until such time as the prepaid rent becomes due. Unless
425 the landlord has otherwise become entitled to receive any portion of the prepaid rent, it shall not

426 be removed from the escrow account required by this section without the written consent of the
427 tenant.

428 **Drafting note: No change.**

429 ~~§ 55-248.7:2~~ 55.1-xxx. Landlord may obtain certain insurance for tenant.

430 A. ~~Damage Insurance~~. A landlord may require as a condition of tenancy that a tenant have
431 commercial insurance coverage as specified in the rental agreement to secure the performance by
432 the tenant of the terms and conditions of the rental agreement and pay for the cost of premiums
433 for such insurance coverage obtained by the landlord, generally known as "damage insurance."
434 As provided in ~~§ 55-248.4~~ 55.1-xxx, such payments shall not be deemed a security deposit, but
435 shall be rent. However, as provided in ~~§ 55-248.9~~ 55.1-xxx, the landlord ~~cannot~~ shall not require
436 a tenant to pay both a security deposits deposit and the cost of damage insurance premiums, if the
437 total amount of any security ~~deposits~~ deposit and damage insurance premiums exceeds the amount
438 of two months' periodic rent. The landlord shall notify a tenant in writing that the tenant has the
439 right to obtain a separate policy from the landlord's policy for damage insurance. If a tenant elects
440 to obtain a separate policy, the tenant shall submit to the landlord written proof of such coverage
441 and shall maintain such coverage at all times during the term of the rental agreement. Where a
442 landlord obtains damage insurance coverage on behalf of a tenant, the insurance policy shall
443 provide coverage for the tenant as an insured. The landlord shall recover from the tenant the actual
444 costs of such insurance coverage and may recover administrative or other fees associated with
445 administration of a damage insurance policy, including a tenant opting out of the insurance
446 coverage provided by the landlord pursuant to this subsection. If a landlord obtains damage
447 insurance for his tenants, the landlord shall provide to each tenant, prior to execution of the rental
448 agreement, a summary of the insurance policy or certificate evidencing the coverage being
449 provided and upon request of the tenant make available a copy of the insurance policy.

450 B. ~~Renter's Insurance~~. A landlord may require as a condition of tenancy that a tenant have
451 renter's insurance as specified in the rental agreement that is a combination multi-peril policy
452 containing fire, miscellaneous property, and personal liability coverage insuring personal property

453 located in ~~residential~~ dwelling units not occupied by the owner. A landlord may require a tenant
454 to pay for the cost of premiums for such insurance obtained by the landlord, in order to provide
455 such coverage for the tenant as part of rent or as otherwise provided ~~herein~~ in this section. As
456 provided in § ~~55-248.4~~ 55.1-xxx, such payments shall not be deemed a security deposit, but shall
457 be rent. ~~If the landlord requires that such premiums be paid prior to the commencement of the~~
458 ~~tenancy, the total amount of all security deposits and insurance premiums for damage insurance~~
459 ~~and renter's insurance shall not exceed the amount of two months' periodic rent. Otherwise, the~~
460 ~~landlord may add a monthly amount as additional rent to recover the costs of such insurance~~
461 ~~coverage.~~ The landlord shall notify a tenant in writing that the tenant has the right to obtain a
462 separate policy from the landlord's policy for renter's insurance. If a tenant elects to obtain a
463 separate policy, the tenant shall submit to the landlord written proof of such coverage and shall
464 maintain such coverage at all times during the term of the rental agreement. If a tenant allows his
465 renter's insurance policy required by the rental agreement to lapse for any reason, the landlord
466 may provide any landlord's renter's insurance coverage to such tenant. The tenant shall be
467 obligated to pay for the cost of premiums for such insurance as rent or as otherwise provided
468 herein until the tenant has provided written documentation to the landlord showing that the tenant
469 has reinstated his own renter's insurance coverage.

470 C. If the landlord requires that such premiums be paid prior to the commencement of the
471 tenancy, the total amount of all security deposits and insurance premiums for damage insurance
472 and renter's insurance shall not exceed the amount of two months' periodic rent. Otherwise, the
473 landlord may add a monthly amount as additional rent to recover the costs of such insurance
474 coverage.

475 D. Where a landlord obtains renter's insurance coverage on behalf of a tenant, the
476 insurance policy shall provide coverage for the tenant as an insured. The landlord shall recover
477 from the tenant the actual costs of such insurance coverage and may recover administrative or
478 other fees associated with the administration of a renter's insurance program, including a tenant
479 opting out of the insurance coverage provided to the tenant pursuant to this subsection. If a

480 landlord obtains renter's insurance for his tenants, the landlord shall provide to each tenant, prior
481 to execution of the rental agreement, a summary of the insurance policy prepared by the insurer
482 or certificate evidencing the coverage being provided and upon request of the tenant make
483 available a copy of the insurance policy.

484 ~~D.~~E. Nothing in this section shall be construed to prohibit the landlord from recovering
485 from the tenant, as part of the rent, the tenant's prorated share of the actual costs of other insurance
486 coverages provided by the landlord relative to the premises, or the tenant's prorated share of a
487 self-insurance program held in an escrow account by the landlord, including the landlord's
488 administrative or other fees associated with the administration of such coverages. The landlord
489 may apply such funds held in escrow to pay claims pursuant to the landlord's self-insurance plan.

490 **Drafting note: Subsection catchlines in subsections A and B are stricken per the**
491 **general policy of the Code Commission that such internal catchlines are unnecessary.**
492 **Language in subsection B is relocated to subsection C because it deals with both damage**
493 **insurance and renter's insurance, which are covered in both subsections A and B. Technical**
494 **changes are made.**

495 ~~§ 55-248.8~~ 55.1-xxx. Effect of unsigned or undelivered rental agreement.

496 If the landlord does not sign and deliver a written rental agreement signed and delivered
497 to him by the tenant, acceptance of rent without reservation by the landlord gives the rental
498 agreement the same effect as if it had been signed and delivered by the landlord. If the tenant does
499 not sign and deliver a written rental agreement signed and delivered to him by the landlord,
500 acceptance of possession or payment of rent without reservation gives the rental agreement the
501 same effect as if it had been signed and delivered by the tenant. If a rental agreement, given effect
502 ~~by the operation of~~ pursuant to this section, provides for a term longer than one year, it is effective
503 for only one year.

504 **Drafting note: Technical changes.**

505 ~~§ 55-248.9~~ 55.1-xxx. Prohibited provisions in rental agreements.

506 A. A rental agreement shall not contain provisions that the tenant:

- 507 1. Agrees to waive or ~~forego~~ forgo rights or remedies under this chapter;
- 508 2. Agrees to waive or forgo rights or remedies pertaining to the 120-day conversion or
509 rehabilitation notice required in the Condominium Act (§ ~~55-79.39~~ 55.1-xxx et seq.); or the
510 Virginia Real Estate Cooperative Act (§ ~~55-424~~ 55.1-xxx et seq.); ~~or Chapter 13 (§ 55-217 et~~
511 ~~seq.), except where the tenant is on a month-to-month lease pursuant to~~ under § 55-222 55.1-xxx;
- 512 3. Authorizes any person to confess judgment on a claim arising out of the rental
513 agreement;
- 514 4. Agrees to pay the landlord's ~~attorney's~~ attorney fees except as provided in this chapter;
- 515 5. Agrees to the exculpation or limitation of any liability of the landlord to the tenant
516 arising under law or to indemnify the landlord for that liability ~~or the~~ any associated costs
517 ~~connected therewith;~~
- 518 6. Agrees as a condition of tenancy in public housing to a prohibition or restriction of any
519 lawful possession of a firearm within individual dwelling units unless required by federal law or
520 regulation; or
- 521 7. Agrees to both the payment of a security deposit and the provision of a bond or
522 commercial insurance policy purchased by the tenant to secure the performance of the terms and
523 conditions of a rental agreement, if the total of the security deposit and the bond or insurance
524 premium exceeds the amount of two months' periodic rent.
- 525 B. ~~A~~ Any provision prohibited by subsection A that is included in a rental agreement is
526 unenforceable. If a landlord brings an action to enforce ~~any of the prohibited provisions~~ such
527 provision, the tenant may recover actual damages sustained by him and reasonable ~~attorney's~~
528 attorney fees.
- 529 **Drafting note: In subdivision A 2, the reference to existing Chapter 13 is deleted**
530 **because proposed Chapter XX [3] only applies to nonresidential tenancies. Technical**
531 **changes are made.**
- 532 § ~~55-248.9:1~~ 55.1-xxx. Confidentiality of tenant records.

- 533 A. No landlord or managing agent shall release information about a tenant or prospective
534 tenant in the possession of the landlord or managing agent to a third party unless:
- 535 1. The tenant or prospective tenant has given prior written consent;
- 536 2. The information is a matter of public record as defined in § 2.2-3701;
- 537 3. The information is a summary of the tenant's rent payment record, including the amount
538 of the tenant's periodic rent payment;
- 539 4. The information is a copy of a material noncompliance notice that has not been
540 remedied or, a termination notice given to the tenant under § ~~55-248.31~~ 55.1-xxx and the tenant
541 did not remain in the premises ~~thereafter~~ after such notice was given;
- 542 5. The information is requested by a local, state, or federal law-enforcement or public
543 safety official in the performance of his duties;
- 544 6. The information is requested pursuant to a subpoena in a civil case;
- 545 7. The information is requested by a local commissioner of the revenue in accordance with
546 § 58.1-3901;
- 547 8. The information is requested by a contract purchaser of the landlord's property;
548 provided that the contract purchaser agrees in writing to maintain the confidentiality of such
549 information;
- 550 9. The information is requested by a lender of the landlord for financing or refinancing of
551 the property;
- 552 10. The information is requested by the commanding officer, military housing officer, or
553 military attorney of the tenant;
- 554 11. The third party is the landlord's attorney or the landlord's collection agency;
- 555 12. The information is otherwise provided in the case of an emergency;
- 556 13. The information is requested by the landlord to be provided to the managing agent, or
557 a successor to the managing agent; or
- 558 14. The information is requested by an employee or independent contractor of the United
559 States to obtain census information pursuant to federal law.

560 B. A tenant may designate a third party to receive duplicate copies of a summons that has
561 been issued pursuant to § 8.01-126 and of written notices from the landlord relating to the tenancy.
562 Where such a third party has been designated by the tenant, the landlord shall mail the duplicate
563 copy of any summons issued pursuant to § 8.01-126 or notice to the designated third party at the
564 same time the summons or notice is mailed to or served upon the tenant. Nothing in this subsection
565 shall be construed to grant standing to any third party designated by the tenant to challenge actions
566 of the landlord in which notice was mailed pursuant to this subsection. The failure of the landlord
567 to give notice to a third party designated by the tenant shall not affect the validity of any judgment
568 entered against the tenant.

569 C. A landlord or managing agent may enter into an agreement with a third-party service
570 provider to maintain tenant records in electronic form or other medium. In such case, the landlord
571 and managing agent shall not be liable under this section in the event of a breach of the electronic
572 data of such third-party service provider, except in the case of gross negligence or intentional act.
573 Nothing ~~herein~~ in this section shall be construed to require a landlord or managing agent to
574 indemnify such third-party service provider.

575 D. A tenant may request a copy of his tenant records in paper or electronic form. If the
576 rental agreement so provides, a landlord may charge a tenant requesting more than one copy of
577 his records the actual costs of preparing copies of such records. However, if the landlord makes
578 available tenant records to each tenant by electronic portal, the tenant shall not be required to pay
579 for access to such portal.

580 **Drafting note: Technical changes.**

581 ~~§ 55-248.10. Repealed.~~

582 **Drafting note: Repealed by Acts 2000, c. 760, cl. 2.**

583 ~~§ 55-248.10:1~~ 55.1-xxx. Landlord and tenant remedies for abuse of access.

584 If the tenant refuses to allow lawful access, the landlord may obtain injunctive relief to
585 compel access, or terminate the rental agreement. In either case, the landlord may recover actual
586 damages and reasonable ~~attorney's~~ attorney fees. If the landlord makes an unlawful entry or a

587 lawful entry in an unreasonable manner or makes repeated demands for entry that is otherwise
588 lawful but ~~which~~ that have the effect of unreasonably harassing the tenant, the tenant may obtain
589 injunctive relief to prevent the recurrence of the conduct, or terminate the rental agreement. In
590 either case, the tenant may recover actual damages and reasonable ~~attorney's~~ attorney fees.

591 **Drafting note: Technical changes.**

592 § 55.1-xxx [§ 55-218.1]. Appointment of resident agent by nonresident property owner;
593 service of process, etc., on such agent or on Secretary of the Commonwealth.

594 Any nonresident person of the Commonwealth who owns and leases residential real
595 property consisting of four or more units within the Commonwealth shall have and continuously
596 maintain an agent who is a resident and maintains a business office within the Commonwealth.
597 Every lease executed by or on behalf of nonresident property owners regarding any such real
598 property shall specifically designate such agent and the agent's office address for the purpose of
599 service of any process, notice, order, or demand required or permitted by law to be served upon
600 such nonresident property owner.

601 Whenever any nonresident property owner fails to appoint or maintain an agent, as
602 required in this section, or whenever his agent cannot with reasonable diligence be found, then
603 the Secretary of the Commonwealth shall be an agent of the nonresident property owner upon
604 whom may be served any process, notice, order, or demand. Service may be made on the Secretary
605 or any of his staff at his office, who shall forthwith cause it to be sent by registered or certified
606 mail addressed to the nonresident property owner at his address as shown on the official tax
607 records maintained by the locality where the property is located.

608 The name and office address of the agent appointed as provided in this section shall be
609 filed in the office of the clerk of the court in which deeds are recorded in the county or city in
610 which the property lies. Recordation shall be in the same book as certificates of fictitious names
611 are recorded as provided by § 59.1-74, for which the clerk shall be entitled to a fee of \$10.

612 No nonresident property owner shall maintain an action in the courts of the
613 Commonwealth concerning property for which a designation is required by this section until such
614 designation has been filed.

615 **Drafting note: Existing § 55-218.1 is duplicated here from existing Chapter 13 (§ 55-**
616 **217 et seq.) because it applies to all residential tenancies. Existing references to commercial**
617 **tenancies are not carried over to this proposed section. Technical changes are made.**

618 § 55.1-xxx. Energy submetering, energy allocation equipment, sewer and water
619 submetering equipment, and ratio utility billing systems; local government fees.

620 A. As used in this section:

621 "Energy allocation equipment" has the same meaning ascribed to such term in subsection
622 A of § 56-245.2.

623 "Energy submetering equipment" has the same meaning ascribed to "submetering
624 equipment" in subsection A of § 56-245.2.

625 "Local government fees" means any local government charges or fees assessed against a
626 residential building, including charges or fees for stormwater, recycling, trash collection, elevator
627 testing, fire or life safety testing, or residential rental inspection programs.

628 "Ratio utility billing system" means a program that utilizes a mathematical formula for
629 allocating, among the tenants in a residential building, the actual or anticipated water, sewer,
630 electrical, oil, or natural gas billings billed to the residential building owner from a third-party
631 provider of the utility service. Permitted allocation methods may include formulas based on square
632 footage, occupancy, number of bedrooms, or some other specific method agreed to by the
633 residential building owner and the tenant in the rental agreement or lease.

634 "Residential building" means all of the individual units served through the same utility-
635 owned meter within a residential building that is defined in subsection A of § 56-245.2 as an
636 apartment building or house or all of the individual dwelling units served through the same utility-
637 owned meter within a manufactured home park as defined in § 55.1-xxx [§ 55-248.41].

638 "Water and sewer submetering equipment" means equipment used to measure actual water
639 or sewer usage in any residential building when such equipment is not owned or controlled by the
640 utility or other provider of water or sewer service that provides service to the residential building.

641 B. Energy submetering equipment, energy allocation equipment, water and sewer
642 submetering equipment, or a ratio utility billing system may be used in a residential building if
643 clearly stated in the rental agreement or lease for the residential building. All energy submetering
644 equipment and energy allocation equipment shall meet the requirements and standards established
645 and enforced by the State Corporation Commission pursuant to § 56-245.3.

646 C. If energy submetering equipment, energy allocation equipment, or water and sewer
647 submetering equipment is used in any residential building, the owner, manager, or operator of
648 such residential building shall bill the tenant for electricity, oil, natural gas, or water and sewer
649 for the same billing period as the utility serving the residential building, unless the rental
650 agreement or lease expressly provides otherwise. The owner, manager, or operator of such
651 residential building may charge and collect from the tenant additional service charges, including
652 monthly billing fees, account set-up fees, or account move-out fees, to cover the actual costs of
653 administrative expenses and billing charged to the residential building owner, manager, or
654 operator by a third-party provider of such services, provided that such charges are agreed to by
655 the residential building owner and the tenant in the rental agreement or lease. The residential
656 building owner may require the tenant to pay a late charge of up to \$5 if the tenant fails to make
657 payment when due, which shall not be less than 15 days following the date of mailing or delivery
658 of the bill sent pursuant to this section.

659 D. If a ratio utility billing system is used in any residential building, in lieu of increasing
660 the rent, the owner, manager, or operator of such residential building may employ such a program
661 that utilizes a mathematical formula for allocating, among the tenants in a residential building, the
662 actual or anticipated water, sewer, electrical, oil, or natural gas billings billed to the residential
663 building owner from a third-party provider of the utility service. The owner, manager, or operator
664 of the residential building may charge and collect from the tenant additional service charges,

665 including monthly billing fees, account set-up fees, or account move-out fees, to cover the actual
666 costs of administrative expenses and billings charged to the residential building owner, manager,
667 or operator by a third-party provider of such services, provided that such charges are agreed to by
668 the residential building owner and the tenant in the rental agreement or lease. The residential
669 building owner may require the tenant to pay a late charge of up to \$5 if the tenant fails to make
670 payment when due, which shall not be less than 15 days following the date of mailing or delivery
671 of the bill sent pursuant to this section. The late charge shall be deemed rent (i) as defined in §
672 55.1-xxx [§ 55-248.4] if a ratio utility billing system is used in a residential multifamily dwelling
673 unit subject to this chapter or (ii) as defined in § 55.1-xxx [§ 55-248.41] if a ratio utility billing
674 system is used in a manufactured home park subject to the Manufactured Home Lot Rental Act
675 (§ 55.1-xxx [§ 55-248.41] et seq.).

676 E. Energy allocation equipment shall be tested periodically by the owner, operator, or
677 manager of the residential building. Upon the request by a tenant, the owner shall test the energy
678 allocation equipment without charge. The test conducted without charge to the tenant shall not be
679 conducted more frequently than once in a 24-month period for the same tenant. The tenant or his
680 designated representative may be present during the testing of the energy allocation equipment.
681 A written report of the results of the test shall be made to the tenant within 10 working days after
682 the completion of the test.

683 F. The owner of any residential building shall maintain adequate records regarding energy
684 submetering equipment, energy allocation equipment, water and sewer submetering equipment,
685 or a ratio utility billing system. A tenant may inspect and copy the records for the leased premises
686 during reasonable business hours at a convenient location within or serving the residential
687 building. The owner of the residential building may impose and collect a reasonable charge for
688 copying documents, reflecting the actual costs of materials and labor for copying, prior to
689 providing copies of the records to the tenant.

690 G. Notwithstanding any enforcement action undertaken by the State Corporation
691 Commission pursuant to its authority under § 56-245.3, tenants and owners shall retain any private

692 right of action resulting from any breach of the rental agreement or lease terms required by this
693 section or § 56-245.3, if applicable, to the same extent as such actions may be maintained for
694 breach of other terms of the rental agreement or lease under this chapter, if applicable. The use of
695 energy submetering equipment, energy allocation equipment, water and sewer submetering
696 equipment, or a ratio utility billing system is not within the jurisdiction of the Department of
697 Agriculture and Consumer Services under Chapter 56 (§ 3.2-5600 et seq.) of Title 3.2.

698 H. In lieu of increasing the rent, the owner, manager, or operator of a residential building
699 may employ a program that utilizes a mathematical formula for allocating the actual or anticipated
700 local government fees billed to the residential building owner among the tenants in such
701 residential building if clearly stated in the rental agreement or lease. Permitted allocation methods
702 may include formulas based upon square footage, occupancy, number of bedrooms, or some other
703 specific method agreed to by the residential building owner and the tenant in the rental agreement
704 or lease. Such owner, manager, or operator of a residential building may also charge and collect
705 from each tenant additional service charges, including monthly billing fees, account set-up fees,
706 or account move-out fees, to cover the actual costs of administrative expenses for administration
707 of such a program. If the building is residential and is subject to (i) this chapter, such local
708 government fees and administrative expenses shall be deemed to be rent as defined in § 55.1-xxx
709 [§ 55-248.4] or (ii) the Manufactured Home Lot Rental Act (§ 55.1-xxx [§ 55-248.41] et seq.),
710 such local government fees and administrative expenses shall be deemed to be rent as defined in
711 § 55.1-xxx [§ 55-248.41].

712 I. Nothing in this section shall be construed to prohibit an owner, manager, or operator of
713 a residential building from including water, sewer, electrical, natural gas, oil, or other utilities in
714 the amount of rent as specified in the rental agreement or lease.

715 **Drafting note: Existing § 55-226.2 is duplicated here from existing Chapter 13 (§ 55-**
716 **217 et seq.) because it applies to both residential and nonresidential tenancies. The**
717 **applicable definitions are moved from existing subsection I to the beginning of the section,**
718 **and a definition of "residential building" is added for clarity. Existing references to**

719 commercial buildings and campgrounds are not carried over to this proposed section. In
720 proposed subsections C and D, "but not limited to" is removed following the term
721 "including" on the basis of § 1-218, which states that throughout the Code "'Includes'
722 means, includes, but not limited to." Technical changes are made.

723

~~CHAPTER 25.~~

724

~~TRANSFER OF DEPOSITS.~~

725 **Drafting note: Existing Chapter 25 is recommended for repeal. It contains only one**
726 **section, which has been relocated to proposed Chapter XX [1], Chapter XX [2], and Chapter**
727 **XX [3] because it applies to residential tenancies, the rental of manufactured homes, and**
728 **commercial tenancies.**

729

~~§ 55-507~~ 55.1-xxx. Transfer of deposits upon purchase.

730

The owner of rental property shall transfer any security deposits and any accrued interest
731 on the deposits in his possession to the new owner at the time of the transfer of the rental property.

732

Drafting note: Existing § 55-507 is logically relocated here from existing Chapter 25
733 **(§ 55-507) because it applies to all residential tenancies, and identical language is added to**
734 **Chapter XX [2] and Chapter XX [3] as it also applies to manufactured home rentals and**
735 **nonresidential tenancies.**

736

Article 2.

737

Landlord Obligations.

738

Drafting note: Existing Article 2, relating to landlord obligations for residential
739 **tenancies, is retained.**

740

~~§ 55-248.11. Repealed.~~

741

Drafting note: Repealed by Acts 2000, c. 760, cl. 2.

742

~~§ 55-248.11:1~~ 55.1-xxx. Inspection of ~~premises~~ dwelling unit; report.

743

A. The landlord shall, within five days after occupancy of a dwelling unit, submit a written
744 report to the tenant, ~~for his safekeeping~~, itemizing damages to the dwelling unit existing at the

745 time of occupancy, ~~which record and the report~~ shall be deemed correct unless the tenant objects
746 ~~thereto~~ to it in writing within five days after receipt ~~thereof~~ of the report.

747 B. The landlord may adopt a written policy allowing the tenant to prepare the written
748 report of the move-in inspection, in which case the tenant shall submit a copy to the landlord,
749 ~~which record and the report~~ shall be deemed correct unless the landlord objects thereto in writing
750 within five days after receipt ~~thereof~~ of the report. Such written policy adopted by the landlord
751 may also provide for the landlord and the tenant to prepare the written report of the move-in
752 inspection jointly, in which case both the landlord and the tenant shall sign the written report and
753 receive a copy ~~thereof~~, of the report at which time the inspection ~~record~~ report shall be deemed
754 correct.

755 C. If any damages are reflected on the written report, a landlord is not required to make
756 repairs to address such damages unless required to do so under § ~~55-248.11:2~~ 55.1-xxx or ~~55-~~
757 ~~248.13~~ 55.1-xxx.

758 **Drafting note: Drafting note: The word "premises" is changed in the catchline to**
759 **"dwelling unit" consistent with the language in the section. References to "record" are**
760 **changed to "report" for consistency. The phrase "for his safekeeping" is stricken as**
761 **unnecessary. Technical changes are made.**

762 § ~~55-248.11:2~~ 55.1-xxx. Disclosure of mold in dwelling units.

763 As part of the written report of the move-in inspection required by § ~~55-248.11:1~~ 55.1-
764 xxx, the landlord shall disclose whether there is any visible evidence of mold in areas readily
765 accessible within the interior of the dwelling unit. If the landlord's written disclosure states that
766 there is no visible evidence of mold in the dwelling unit, this written statement shall be deemed
767 correct unless the tenant objects ~~thereto~~ to it in writing within five days after receiving the report.
768 If the landlord's written disclosure states that there is visible evidence of mold in the dwelling
769 unit, the tenant shall have the option to terminate the tenancy and not take possession or remain
770 in possession of the dwelling unit. If the tenant requests to take possession, or remain in
771 possession, of the dwelling unit, notwithstanding the presence of visible evidence of mold, the

772 landlord shall promptly remediate the mold condition but in no event later than five business days
773 ~~thereafter and re-inspect~~ after the tenant's request to take possession or decision to remain in
774 possession, reinspect the dwelling unit to confirm that there is no visible evidence of mold in the
775 dwelling unit, ~~and reflect on~~ prepare a new report stating that there is no visible evidence of mold
776 in the dwelling unit upon ~~re-inspection~~ reinspection.

777 **Drafting note: Technical changes.**

778 ~~§ 55-248.12~~ 55.1-xxx. Disclosure of sale of premises.

779 A. ~~The~~ For the purpose of service of process and receiving and issuing receipts for notices
780 and demands, the landlord or any person authorized to enter into a rental agreement on his behalf
781 shall disclose to the tenant in writing at or before the ~~commencement~~ beginning of the tenancy
782 the name and address of:

783 1. The person ~~or persons~~ authorized to manage the premises; and
784 2. An owner of the premises or any other person authorized to act for and on behalf of the
785 owner, ~~for the purposes of service of process and receiving and receipting for notices and~~
786 ~~demands.~~

787 B. In the event of the sale of the premises, the landlord shall notify the tenant of such sale
788 and disclose to the tenant the name and address of the purchaser and a telephone number at which
789 such purchaser can be located.

790 C. With respect to a multifamily dwelling unit, if an application for registration of the
791 rental property as a condominium or cooperative has been filed with the Real Estate Board, or if
792 there is within six months an existing plan for tenant displacement resulting from (i) demolition
793 or substantial rehabilitation of the property or (ii) conversion of the rental property to office, hotel,
794 or motel use or planned unit development, ~~then~~ the landlord or any person authorized to enter into
795 a rental agreement on his behalf shall disclose that information in writing to any prospective
796 tenant.

797 D. The information required to be furnished by this section shall be kept current, and the
798 provisions of this section extend to and ~~is~~ are enforceable against any successor landlord

799 or owner. A person who fails to comply with this section becomes an agent of each person who
800 is a landlord for the purposes of service of process and receiving and ~~receiving~~ issuing receipts
801 for notices and demands.

802 **Drafting note: In subsection A, the words "or persons" are stricken pursuant to § 1-**
803 **227, which states that throughout the Code any word used in the singular includes the plural**
804 **and vice versa. Technical changes are made.**

805 ~~§ 55-248.12-1~~ 55.1-xxx. Required disclosures for properties located adjacent to a military
806 air installation; remedy for nondisclosure.

807 A. The landlord of property in any locality in which a military air installation is located,
808 or any person authorized to enter into a rental agreement on his behalf, shall provide to a
809 prospective tenant a written disclosure that the property is located in a noise zone or accident
810 potential zone, or both, as designated by the locality on its official zoning map. Such disclosure
811 shall be provided prior to the execution by the tenant of a written lease agreement or, in the case
812 of an oral lease agreement, prior to occupancy by the tenant. The disclosure shall specify the noise
813 zone or accident potential zone in which the property is located according to the official zoning
814 map of the locality. A disclosure made pursuant to this section containing inaccurate information
815 regarding the location of the noise zone or accident potential zone shall be deemed as
816 nondisclosure unless the inaccurate information is provided by an officer or employee of the
817 locality in which the property is located.

818 B. Any tenant who is not provided with the disclosure required by subsection A may
819 terminate the lease agreement at any time during the first 30 days of the lease period by sending
820 to the landlord by certified or registered mail, return receipt requested, a written notice of
821 termination. Such termination shall be effective as of (i) 15 days after the date of the mailing of
822 the notice or (ii) the date through which rent has been paid, whichever is later. In no event,
823 however, shall the effective date of the termination exceed one month from the date of mailing.
824 Termination of the lease agreement shall be the exclusive remedy for the failure to comply with

825 the disclosure provisions of this section, and shall not affect any rights or duties of the landlord
826 or tenant arising under this chapter, other applicable law, or the rental agreement.

827 **Drafting note: Technical change.**

828 ~~§ 55-248.12:2~~ 55.1-xxx. Required disclosures for properties with defective drywall;
829 remedy for nondisclosure.

830 A. If the landlord of a ~~residential~~ dwelling unit has actual knowledge of the existence of
831 defective drywall in such dwelling unit that has not been remediated, the landlord shall provide
832 to a prospective tenant a written disclosure that the property has defective drywall. Such disclosure
833 shall be provided prior to the execution by the tenant of a written lease agreement or, in the case
834 of an oral lease agreement, prior to occupancy by the tenant. For purposes of this section,
835 "defective drywall" means all defective drywall as defined in § 36-156.1.

836 B. Any tenant who is not provided the disclosure required by subsection A may terminate
837 the lease agreement at any time within 60 days ~~of notice~~ of discovery of the existence of defective
838 drywall by providing written notice to the landlord in accordance with the lease or as required by
839 law. Such termination shall be effective as of (i) 15 days after the date of the mailing of the notice
840 or (ii) the date through which rent has been paid, whichever is later. In no event, however, shall
841 the effective date of the termination exceed one month from the date of mailing. Termination of
842 the lease agreement shall be the exclusive remedy for the failure to comply with the disclosure
843 provisions of this section, and shall not affect any rights or duties of the landlord or tenant arising
844 under this chapter, other applicable law, or the rental agreement.

845 **Drafting note: In subsection A, the word "residential" is deleted before "dwelling**
846 **unit" as redundant. In subsection B, the words "of notice" are deleted after "60 days" for**
847 **consistency with the termination provisions for properties found to have been used to**
848 **manufacture methamphetamine contained in existing subsection B of § 55-248.12:3.**
849 **Technical changes are made.**

850 ~~§ 55-248.12:3~~ 55.1-xxx. Required disclosures for property previously used to manufacture
851 methamphetamine; remedy for nondisclosure.

852 A. If the landlord of a ~~residential~~ dwelling unit has actual knowledge that the dwelling unit
853 was previously used to manufacture methamphetamine and has not been cleaned up in accordance
854 with the guidelines established pursuant to § 32.1-11.7 and the applicable licensing provisions of
855 Chapter 11 (§ 54.1-1100 et seq.) of Title 54.1, the landlord shall provide to a prospective tenant a
856 written disclosure that ~~se~~ states such information. Such disclosure shall be provided prior to the
857 execution by the tenant of a written lease agreement or, in the case of an oral lease agreement,
858 prior to occupancy by the tenant.

859 B. Any tenant who is not provided the disclosure required by subsection A may terminate
860 the lease agreement at any time within 60 days of discovery that the property was previously used
861 to manufacture methamphetamine and has not been cleaned up in accordance with the guidelines
862 established pursuant to § 32.1-11.7 by providing written notice to the landlord in accordance with
863 the lease or as required by law. Such termination shall be effective as of (i) 15 days after the date
864 of the mailing of the notice or (ii) the date through which rent has been paid, whichever is later.
865 In no event, however, shall the effective date of the termination exceed one month from the date
866 of mailing. Termination of the lease agreement shall be the exclusive remedy for the failure to
867 comply with the disclosure provisions required by this section and shall not affect any rights or
868 duties of the landlord or tenant arising under this chapter, other applicable law, or the rental
869 agreement.

870 **Drafting note: In subsection A, the word "residential" is deleted before "dwelling**
871 **unit" as redundant. A technical change is made.**

872 ~~§ 55-248.13~~ 55.1-xxx. Landlord to maintain fit premises.

873 A. The landlord shall:

874 1. Comply with the requirements of applicable building and housing codes materially
875 affecting health and safety;

876 2. Make all repairs and do whatever is necessary to put and keep the premises in a fit and
877 habitable condition;

878 3. Keep all common areas shared by two or more dwelling units of a multifamily premises
879 in a clean and structurally safe condition;

880 4. Maintain in good and safe working order and condition all electrical, plumbing,
881 sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including
882 elevators, supplied or required to be supplied by him;

883 5. Maintain the premises in such a condition as to prevent the accumulation of moisture
884 and the growth of mold, and to promptly respond to any notices from a tenant as provided in
885 subdivision A 10 of § ~~55-248.16~~ 55.1-xxx. Where there is visible evidence of mold, the landlord
886 shall promptly remediate the mold conditions in accordance with the requirements of subsection
887 E of § 8.01-226.12 and reinspect the dwelling unit to confirm that there is no longer visible
888 evidence of mold in the dwelling unit. The landlord shall provide a tenant with a copy of a
889 summary of information related to mold remediation occurring during that tenancy and, upon
890 request of the tenant, make available the full package of such information and reports not
891 protected by attorney-client privilege. Once the mold has been remediated in accordance with
892 professional standards, the landlord shall not be required to make disclosures of a past incidence
893 of mold to subsequent tenants;

894 6. Provide and maintain appropriate receptacles and conveniences for the collection,
895 storage, and removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of
896 dwelling units and arrange for the removal of same;

897 7. Supply running water and reasonable amounts of hot water at all times and reasonable
898 air conditioning if provided and heat in season except where the dwelling unit is so constructed
899 that heat, air conditioning, or hot water is generated by an installation within the exclusive control
900 of the tenant or supplied by a direct public utility connection; and

901 8. Provide a certificate to the tenant stating that all smoke alarms are present, have been
902 inspected, and are in good working order no more than once every 12 months. The landlord, his
903 employee, or an independent contractor may perform the inspection to determine that the smoke
904 alarm is in good working order.

905 B. The landlord shall perform the duties imposed by subsection A in accordance with law;
906 however, the landlord shall only be liable for the tenant's actual damages proximately caused by
907 the landlord's failure to exercise ordinary care.

908 C. If the duty imposed by subdivision A 1 is greater than any duty imposed by any other
909 subdivision of that subsection, the landlord's duty shall be determined by reference to subdivision
910 A 1.

911 D. The landlord and tenant may agree in writing that the tenant perform the landlord's
912 duties specified in subdivisions A 3, 6, and 7 and also specified repairs, maintenance tasks,
913 alterations, and remodeling, but only if the transaction is entered into in good faith and not for the
914 purpose of evading the obligations of the landlord, and if the agreement does not diminish or
915 affect the obligation of the landlord to other tenants in the premises.

916 **Drafting note: Technical changes.**

917 ~~§ 55-248.13-1~~ 55.1-xxx. Landlord to provide locks and peepholes.

918 The governing body of any locality may require by ordinance that any landlord who rents
919 five or more dwelling units in any one multifamily building shall install:

920 1. Dead-bolt locks ~~which~~ that meet the requirements of the Uniform Statewide Building
921 Code (§ 36-97 et seq.) for new multifamily construction and peepholes in any exterior swinging
922 entrance door to any such unit; however, any door having a glass panel shall not require a
923 peephole.;

924 2. Manufacturer's locks that meet the requirements of the Uniform Statewide Building
925 Code (§ 36-97 et seq.) and removable metal pins or charlie bars in accordance with the Uniform
926 Statewide Building Code on exterior sliding glass doors located in a building at any level ~~or levels~~
927 designated in the ordinance; and

928 3. Locking devices that meet the requirements of the Uniform Statewide Building Code
929 (§ 36-97 et seq.) on all exterior windows.

930 Any ordinance adopted pursuant to this section shall further provide that any landlord
931 subject to the ordinance shall have a reasonable time as determined by the governing body in
932 which to comply with the requirements of the ordinance.

933 **Drafting note: The plural "or levels" is stricken in subdivision 2 on the basis of § 1-**
934 **277, which states that throughout the Code any word used in the singular includes the**
935 **plural. Technical changes are made.**

936 § ~~55-248.13-2~~ 55.1-xxx. Access of tenant to cable, satellite, and other television facilities.

937 No landlord of a multifamily dwelling unit shall demand or accept payment of any fee,
938 charge, or other thing of value from any provider of cable television service, cable modem service,
939 satellite master antenna television service, direct broadcast satellite television service,
940 subscription television service, or service of any other television programming system in
941 exchange for granting a television service provider mere access to the landlord's tenants or giving
942 the tenants of such landlord mere access to such service. A landlord may enter into a service
943 agreement with a television service provider to provide marketing and other services to the
944 television service provider, designed to facilitate the television service provider's delivery of its
945 services. Under such a service agreement, the television service provider may compensate the
946 landlord for the reasonable value of the services provided, and for the reasonable value of the
947 landlord's property used by the television service provider.

948 No landlord shall demand or accept any such payment from any tenants in exchange
949 ~~therefor~~ for such service unless the landlord is itself the provider of the service. ~~Not, nor~~ shall any
950 landlord discriminate in rental charges between tenants who receive any such service and those
951 who do not. Nothing contained ~~herein~~ in this section shall prohibit a landlord from (i) requiring
952 that the provider of such service and the tenant bear the entire cost of the installation, operation,
953 or removal of the facilities incident ~~thereto~~, to such service or ~~prohibit a landlord from~~ (ii)
954 demanding or accepting reasonable indemnity or security for any damages caused by such
955 installation, operation, or removal.

956 **Drafting note: Technical changes.**

957 § ~~55-248.13-3~~ 55.1-xxx. Notice to tenants for insecticide or pesticide use.

958 A. The landlord shall give written notice to the tenant no less than 48 hours prior to his
959 application of an insecticide or pesticide in the tenant's dwelling unit unless the tenant agrees to a
960 shorter notification period. If a tenant requests the application of the insecticide or pesticide, the
961 48-hour notice is not required. Tenants who have concerns about specific insecticides or pesticides
962 shall notify the landlord in writing no less than 24 hours before the scheduled insecticide or
963 pesticide application. The tenant shall prepare the dwelling unit for the application of insecticides
964 or pesticides in accordance with any written instructions of the landlord, and, if insects or pests
965 are found to be present, follow any written instructions of the landlord to eliminate the insects or
966 pests following the application of insecticides or pesticides.

967 B. In addition, the landlord shall post notice of all insecticide or pesticide applications in
968 areas of the premises other than the dwelling units. Such notice shall consist of conspicuous signs
969 placed in or upon such premises where the insecticide or pesticide will be applied at least 48 hours
970 prior to the application.

971 C. A violation by the tenant of this section may be remedied by the landlord in accordance
972 with § ~~55-248.32~~ 55.1-xxx or by notice given by the landlord requiring the tenant to remedy under
973 § ~~55-248.31~~ 55.1-xxx, as applicable.

974 **Drafting note: Technical change.**

975 § ~~55-248.14~~ 55.1-xxx. Limitation of liability.

976 Unless otherwise agreed, a landlord who conveys premises that include a dwelling unit
977 subject to a rental agreement in a good faith sale to a bona fide purchaser is relieved of liability
978 under the rental agreement and this chapter as to events occurring subsequent to notice to the
979 tenant of the conveyance. Unless otherwise agreed, a managing agent of premises that ~~include~~
980 includes a dwelling unit is relieved of liability under the rental agreement and this chapter as to
981 events occurring after written notice to the tenant of the termination of his management.

982 **Drafting note: Technical change.**

983 § ~~55-248.15~~ 55.1-xxx. Tenancy at will; effect of notice of change of terms or provisions
984 of tenancy.

985 A notice of any change by a landlord or tenant in any terms or provisions of a tenancy at
986 will shall constitute a notice to vacate the premises, and such notice of change shall be given in
987 accordance with the terms of the rental agreement, if any, or as otherwise required by law.

988 **Drafting note: No change.**

989 § ~~55-248.15:1~~ 55.1-xxx. Security deposits.

990 A. ~~A~~ No landlord may ~~not~~ demand or receive a security deposit, however denominated, in
991 an amount or value in excess of two months' periodic rent. Upon termination of the tenancy, such
992 security deposit, whether it is property or money held by the landlord as security as ~~hereinafter~~
993 provided in this section, may be applied ~~solely~~ by the landlord solely to (i) ~~to~~ the payment of
994 accrued rent ~~and~~, including the reasonable charges for late payment of rent specified in the rental
995 agreement; (ii) ~~to~~ the payment of the amount of damages ~~which~~ that the landlord has suffered by
996 reason of the tenant's noncompliance with § ~~55-248.16~~ 55.1-xxx, less reasonable wear and tear;
997 (iii) ~~to~~ other damages or charges as provided in the rental agreement; or (iv) ~~to~~ actual damages for
998 breach of the rental agreement pursuant to § ~~55-248.35~~ 55.1-xxx. The security deposit and any
999 deductions, damages, and charges shall be itemized by the landlord in a written notice given to
1000 the tenant, together with any amount due to the tenant, within 45 days after the termination date
1001 of the tenancy. As of the date of the termination of the tenancy or the date the tenant vacates the
1002 dwelling unit, ~~whichever shall occur~~ whichever shall occur last, the tenant shall be required to deliver possession
1003 of the dwelling unit to the landlord. If the termination date is prior to the expiration of the rental
1004 agreement or any renewal thereof, or the tenant has not given proper notice of termination of the
1005 rental agreement, the tenant shall be liable for actual damages pursuant to § ~~55-248.35~~ 55.1-xxx,
1006 in which case, the landlord shall give written notice of security deposit disposition within the 45-
1007 day period but may retain any security balance to apply against any financial obligations of the
1008 tenant to the landlord pursuant to this chapter or the rental agreement. If the tenant fails to vacate

1009 the dwelling unit as of the termination of the tenancy, the landlord may file an unlawful detainer
1010 action pursuant to § 8.01-126.

1011 B. Where there is more than one tenant subject to a rental agreement, unless otherwise
1012 agreed to in writing by each of the tenants, disposition of the security deposit shall be made with
1013 one check being payable to all such tenants and sent to a forwarding address provided by one of
1014 the tenants. The landlord shall make the security deposit disposition within the 45-day time period
1015 required by subsection A, but if no forwarding address is provided to the landlord, the landlord
1016 may continue to hold such security deposit in escrow. If a tenant fails to provide a forwarding
1017 address to the landlord to enable the landlord to make a refund of the security deposit, upon the
1018 expiration of one year from the date of the end of the 45-day time period, the landlord may remit
1019 such sum to the State Treasurer as unclaimed property on a form prescribed by the administrator
1020 that includes the name_; social security number, if known_; and ~~the~~ last known address of each
1021 tenant on the rental agreement. If the landlord or managing agent is a real estate licensee,
1022 compliance with this ~~paragraph~~ subsection shall be deemed compliance with § 54.1-2108 and
1023 corresponding regulations of the Real Estate Board.

1024 C. Nothing in this section shall be construed by a court of law or otherwise as entitling the
1025 tenant, upon the termination of the tenancy, to an immediate credit against the tenant's delinquent
1026 rent account in the amount of the security deposit. The landlord shall apply the security deposit
1027 in accordance with this section within the 45-day time period required by subsection A. However,
1028 provided that the landlord has given prior written notice in accordance with this section, the
1029 landlord may withhold a reasonable portion of the security deposit to cover an amount of the
1030 balance due on the water, sewer, or other utility account that is an obligation of the tenant to a
1031 third-party provider under the rental agreement for the dwelling unit, and upon payment of such
1032 obligations the landlord shall provide written confirmation to the tenant within 10 days ~~thereafter~~,
1033 along with payment to the tenant of any balance otherwise due to the tenant. In order to withhold
1034 such funds as part of the disposition of the security deposit, the landlord shall have so advised the
1035 tenant of his rights and obligations under this section in ~~(a)~~ (i) a termination notice to the tenant

1036 in accordance with this chapter, ~~(b) (ii) a vacating written notice to the tenant confirming the~~
1037 vacating date in accordance with this section, or ~~(e) (iii) a separate written notice to the tenant at~~
1038 least 15 days prior to the disposition of the security deposit. Any written notice to the tenant shall
1039 be given in accordance with ~~§ 55-248.6~~ § 55.1-xxx.

1040 The tenant may provide the landlord with written confirmation of the payment of the final
1041 water, sewer, or other utility bill for the dwelling unit, in which case the landlord shall refund the
1042 security deposit, unless there are other authorized deductions, within the 45-day period, ~~or if~~
1043 required by subsection A. If the tenant provides such written confirmation after the expiration of
1044 the 45-day period, the landlord shall refund any remaining balance of the security deposit held to
1045 the tenant within 10 days following the receipt of such written confirmation provided by the
1046 tenant. If the landlord otherwise receives confirmation of payment of the final water, sewer, or
1047 other utility bill for the dwelling unit, the landlord shall refund the security deposit, unless there
1048 are other authorized deductions, within the 45-day period.

1049 D. Nothing in this section shall be construed to prohibit the landlord from making the
1050 disposition of the security deposit prior to the 45-day period required by subsection A and
1051 charging an administrative fee to the tenant for such expedited processing, if the rental agreement
1052 so provides and the tenant requests expedited processing in a separate written document.

1053 E. The landlord shall notify the tenant in writing of any deductions provided by this
1054 ~~subsection~~ section to be made from the tenant's security deposit during the course of the tenancy.
1055 Such notification shall be made within 30 days of the date of the determination of the deduction
1056 and shall itemize the reasons in the same manner as provided in subsection ~~B~~ F. ~~Such~~ No such
1057 notification shall ~~not~~ be required for deductions made less than 30 days prior to the termination
1058 of the rental agreement. If the landlord willfully fails to comply with this section, the court shall
1059 order the return of the security deposit to the tenant, together with actual damages and reasonable
1060 attorney fees, unless the tenant owes rent to the landlord, in which case, the court shall order an
1061 amount equal to the security deposit credited against the rent due to the landlord. In the event that
1062 damages to the premises exceed the amount of the security deposit and require the services of a

1063 ~~third-party~~ third-party contractor, the landlord shall give written notice to the tenant advising him
1064 of that fact within the 45-day period required by subsection A. If notice is given as prescribed in
1065 this ~~paragraph~~ subsection, the landlord shall have an additional 15-day period to provide an
1066 itemization of the damages and the cost of repair. This section shall not preclude the landlord or
1067 tenant from recovering other damages to which he may be entitled under this chapter. The holder
1068 of the landlord's interest in the premises at the time of the termination of the tenancy, regardless
1069 of how the interest is acquired or transferred, is bound by this section and shall be required to
1070 return any security deposit received by the original landlord that is duly owed to the tenant,
1071 whether or not such security deposit is transferred with the landlord's interest by law or equity,
1072 regardless of any contractual agreements between the original landlord and his successors in
1073 interest.

1074 ~~B.F.~~ F. The landlord shall:

1075 1. Maintain and itemize records for each tenant of all deductions from security deposits
1076 provided for under this section ~~which~~ that the landlord has made by reason of a tenant's
1077 noncompliance with ~~§ 55-248-16~~ 55.1-xxx, or for any other reason set out ~~herein~~ in this section,
1078 during the preceding two years; and

1079 2. Permit a tenant or his authorized agent or attorney to inspect such tenant's records of
1080 deductions at any time during normal business hours.

1081 ~~C.G.~~ G. Upon request by the landlord to a tenant to vacate, or within five days after receipt
1082 of notice by the landlord of the tenant's intent to vacate, the landlord shall provide written notice
1083 to the tenant of the tenant's right to be present at the landlord's inspection of the dwelling unit for
1084 the purpose of determining the amount of security deposit to be returned. If the tenant desires to
1085 be present when the landlord makes the inspection, he shall, in writing, so advise the landlord ~~in~~
1086 ~~writing~~, who, in turn, shall notify the tenant of the ~~time and~~ and time of the inspection, which
1087 must be made within 72 hours of delivery of possession. Following the move-out inspection, the
1088 landlord shall provide the tenant with a written security deposit disposition statement, including
1089 an itemized list of damages. If additional damages are discovered by the landlord after the security

1090 deposit disposition has been made, nothing ~~herein~~ in this section shall be construed to preclude
1091 the landlord from recovery of such damages against the tenant, provided, however, that the tenant
1092 may present into evidence a copy of the move-out report to support the tenant's position that such
1093 additional damages did not exist at the time of the move-out inspection.

1094 ~~D.H.~~ If the tenant has any assignee or sublessee, the landlord shall be entitled to hold a
1095 security deposit from only one party in compliance with the provisions of this section.

1096 **Drafting note: Additional subsection designations are added for clarity. In proposed**
1097 **subsection C, the existing term "vacating notice" is changed to "written notice . . .**
1098 **confirming the vacating date" because "vacating notice" was undefined and unclear.**
1099 **Technical changes are made.**

1100 ~~§ 55-248.15:2. Repealed.~~

1101 **Drafting note: Repealed by Acts 2014, c. 651, cl. 2, effective January 1, 2015.**

1102 Article 3.

1103 Tenant Obligations.

1104 **Drafting note: Existing Article 3, relating to tenant obligations for residential**
1105 **tenancies, is retained.**

1106 ~~§ 55-248.16~~ 55.1-xxx. Tenant to maintain dwelling unit.

1107 A. In addition to the provisions of the rental agreement, the tenant shall:

1108 1. Comply with all obligations primarily imposed upon tenants by applicable provisions
1109 of building and housing codes materially affecting health and safety;

1110 2. Keep that part of the dwelling unit and the part of the premises that he occupies and
1111 uses as clean and safe as the condition of the premises permit;

1112 3. Keep that part of the dwelling unit and the part of the premises that he occupies free
1113 from insects and pests, as those terms are defined in § 3.2-3900, and ~~to~~ promptly notify the
1114 landlord of the existence of any insects or pests;

1115 4. Remove from his dwelling unit all ashes, garbage, rubbish, and other waste in a clean
1116 and safe manner and in the appropriate receptacles provided by the landlord;

1117 5. Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their
1118 condition permits;

1119 6. Use in a reasonable manner all utilities and all electrical, plumbing, sanitary, heating,
1120 ventilating, air-conditioning, and other facilities and appliances, including an elevator in a
1121 multifamily premises, and keep all utility services paid for by the tenant to the utility service
1122 provider or its agent on at all times during the term of the rental agreement;

1123 7. Not deliberately or negligently destroy, deface, damage, impair, or remove any part of
1124 the premises or permit any person ~~to do so~~, whether known by the tenant or not, to do so;

1125 8. Not remove or tamper with a properly functioning smoke alarm installed by the
1126 landlord, including removing any working batteries, so as to render the alarm inoperative. The
1127 tenant shall maintain the smoke alarm in accordance with the uniform set of standards for
1128 maintenance of smoke alarms established in the Statewide Fire Prevention Code (§ 27-94 et seq.)
1129 and subdivision C 6 of § 36-105, Part III of the Uniform Statewide Building Code (§ 36-97 et
1130 seq.);

1131 9. Not remove or tamper with a properly functioning carbon monoxide alarm installed by
1132 the landlord, including the removal of any working batteries, so as to render the carbon monoxide
1133 alarm inoperative. The tenant shall maintain the carbon monoxide alarm in accordance with the
1134 uniform set of standards for maintenance of carbon monoxide alarms established in the Statewide
1135 Fire Prevention Code (§ 27-94 et seq.) and subdivision C 6 of § 36-105, Part III of the Uniform
1136 Statewide Building Code (§ 36-97 et seq.);

1137 10. Use reasonable efforts to maintain the dwelling unit and any other part of the premises
1138 that he occupies in such a condition as to prevent accumulation of moisture and the growth of
1139 mold, and ~~to~~ promptly notify the landlord of any moisture accumulation that occurs or of any
1140 visible evidence of mold discovered by the tenant;

1141 11. Not paint or disturb painted surfaces or make alterations in the dwelling unit without
1142 the prior written approval of the landlord, provided that (i) the dwelling unit was constructed prior
1143 to 1978 and therefore requires the landlord to provide the tenant with lead-based paint disclosures

1144 and (ii) the landlord has provided the tenant with such disclosures and the rental agreement
1145 provides that the tenant is required to obtain the landlord's prior written approval before painting,
1146 disturbing painted surfaces, or making alterations in the dwelling unit;

1147 12. Be responsible for his conduct and the conduct of other persons, whether known by
1148 the tenant or not, who are on the premises with his consent ~~whether known by the tenant or not,~~
1149 to ensure that his neighbors' peaceful enjoyment of the premises will not be disturbed;

1150 13. Abide by all reasonable rules and regulations imposed by the landlord;

1151 14. Be financially responsible for the added cost of treatment or extermination due to the
1152 tenant's unreasonable delay in reporting the existence of any insects or pests and be financially
1153 responsible for the cost of treatment or extermination due to the tenant's fault in failing to prevent
1154 infestation of any insects or pests in the area occupied; and

1155 15. Use reasonable care to prevent any dog or other animal in possession of the tenant,
1156 authorized occupants, or guests or invitees from causing personal injuries to a third party in the
1157 dwelling unit or on the premises, or property damage to the dwelling unit or the premises.

1158 B. If the duty imposed by subdivision A 1 is greater than any duty imposed by any other
1159 subdivision of that subsection, the tenant's duty shall be determined by reference to subdivision
1160 A 1.

1161 **Drafting note: Technical changes.**

1162 ~~§ 55-248.17~~ 55.1-xxx. Rules and regulations.

1163 A. A landlord, from time to time, may adopt rules or regulations, however described,
1164 concerning the tenants' use and occupancy of the dwelling unit and premises. Any such rule or
1165 regulation is enforceable against the tenant only if:

1166 1. Its purpose is to promote the convenience, safety₂ or welfare of the tenants in the
1167 premises, preserve the landlord's property from abusive use₂ or make a fair distribution of services
1168 and facilities held out for the tenants generally;

1169 2. It is reasonably related to the purpose for which it is adopted;

1170 3. It applies to all tenants in the premises in a fair manner;

1171 4. It is sufficiently explicit in its prohibition, direction, or limitation of the tenant's conduct
1172 to fairly inform him of what he ~~must or must not~~ is required to do or is prohibited from doing to
1173 comply;

1174 5. It is not for the purpose of evading the obligations of the landlord; and

1175 6. The tenant has been provided with a copy of the rules and regulations or changes ~~thereto~~
1176 to such rules and regulations at the time he enters into the rental agreement or when they are
1177 adopted.

1178 B. A rule or regulation adopted, changed, or provided to the tenant after the tenant enters
1179 into the rental agreement shall be enforceable against the tenant if reasonable notice of its adoption
1180 or change has been given to the tenant and it does not ~~work~~ constitute a substantial modification
1181 of his bargain. If a rule or regulation ~~is~~ adopted or changed after the tenant enters into the rental
1182 agreement ~~that~~ does ~~work~~ constitute a substantial modification of his bargain, it shall not be valid
1183 unless the tenant consents to it in writing.

1184 C. Any court enforcing this chapter shall consider violations of the reasonable rules and
1185 regulations imposed under this section as a breach of the rental agreement and grant the landlord
1186 appropriate relief.

1187 **Drafting note: Technical changes.**

1188 ~~§ 55-248.18~~ 55.1-xxx. Access; consent; correction of nonemergency conditions;
1189 relocation of tenant; security systems.

1190 A. The tenant shall not unreasonably withhold consent to the landlord to enter into the
1191 dwelling unit in order to inspect the premises; make necessary or ~~agreed~~ agreed-upon repairs,
1192 decorations, alterations, or improvements; supply necessary or ~~agreed~~ agreed-upon services; or
1193 exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, or
1194 contractors. If, upon inspection of a dwelling unit during the term of a tenancy, the landlord
1195 determines there is a violation by the tenant of ~~§ 55-248.16~~ 55.1-xxx or the rental agreement
1196 materially affecting health and safety that can be remedied by repair, replacement of a damaged
1197 item, or cleaning in accordance with ~~§ 55-248.32~~ 55.1-xxx, the landlord may make such repairs

1198 and send the tenant an invoice for payment. If, upon inspection of the dwelling unit during the
1199 term of a tenancy, the landlord discovers a violation of the rental agreement, this chapter, or other
1200 applicable law, the landlord may send a written notice of termination pursuant to § ~~55-248.31~~
1201 55.1-xxx. If the rental agreement so provides and if a tenant without reasonable justification
1202 declines to permit the landlord or managing agent to exhibit the dwelling unit for sale or lease,
1203 the landlord may recover damages, costs, and reasonable attorney fees against such tenant.

1204 The landlord may enter the dwelling unit without consent of the tenant in case of
1205 emergency. The landlord shall not abuse the right of access or use it to harass the tenant. Except
1206 in case of emergency or if it is impractical to do so, the landlord shall give the tenant notice of his
1207 intent to enter and may enter only at reasonable times. Unless impractical to do so, the landlord
1208 shall give the tenant at least ~~24 hours'~~ 24 hours' notice of routine maintenance to be performed
1209 that has not been requested by the tenant. If the tenant makes a request for maintenance, the
1210 landlord is not required to provide notice to the tenant. During the pendency of an unlawful
1211 detainer filed by the landlord against the tenant, the landlord may request the court to enter an
1212 order requiring the tenant to provide the landlord with access to such dwelling unit.

1213 B. Upon the sole determination by the landlord of the existence of a nonemergency
1214 property condition in the dwelling unit that requires the tenant to temporarily vacate the dwelling
1215 unit in order for the landlord to properly remedy such property condition, the landlord may, upon
1216 at least 30 days' written notice to the tenant, require the tenant to temporarily vacate the dwelling
1217 unit for a period not to exceed 30 days to a comparable dwelling unit, or hotel, as selected by the
1218 landlord and at no expense or cost to the tenant. The landlord shall not be required to pay for any
1219 other expenses of the tenant that arise after the temporary relocation period. The landlord and
1220 tenant may agree for the tenant to temporarily vacate the dwelling unit in less than 30 days. For
1221 purposes of this subsection, "nonemergency property condition" means (i) a condition in the
1222 dwelling unit that, in the determination of the landlord, is necessary for the landlord to remedy in
1223 order for the landlord to be in compliance with § ~~55-248.13~~ 55.1-xxx; (ii) the condition does not
1224 need to be remedied within a 24-hour period, with any condition that needs to be remedied within

1225 24 hours being defined as an "emergency condition"; and (iii) the condition can only be effectively
1226 remedied by the temporary relocation of the tenant pursuant to the provisions of this subsection.

1227 The tenant shall continue to be responsible for payment of rent under the rental agreement
1228 during the period of any temporary relocation. The landlord shall pay all costs of repairs or
1229 remediation required to address the nonemergency property condition. Refusal of the tenant to
1230 cooperate with a temporary relocation pursuant to this subsection shall be deemed a breach of the
1231 rental agreement, unless the tenant agrees to vacate the unit and terminate the rental agreement
1232 within the 30-day notice period. If the landlord properly remedies the nonemergency property
1233 condition within the 30-day period, nothing ~~herein~~ in this section shall be construed to entitle the
1234 tenant to terminate the rental agreement. Further, nothing ~~herein~~ in this section shall be construed
1235 to limit the landlord from taking legal action against the tenant for any noncompliance that occurs
1236 during the period of any temporary relocation pursuant to this ~~section~~ subsection. During the
1237 pendency of an unlawful detainer filed by the landlord against the tenant, the landlord may request
1238 the court to enter an order requiring the tenant to provide the landlord with access to such dwelling
1239 unit.

1240 C. The landlord has no other right to access except by court order or that permitted by §§
1241 ~~55-248.32 and 55-248.33~~ 55.1-xxx and 55.1-xxx or if the tenant has abandoned or surrendered
1242 the premises.

1243 D. The tenant may install, within the dwelling unit, new ~~burglary prevention security~~
1244 systems that the tenant may believe necessary to ensure his safety, including chain latch devices
1245 approved by the landlord, and fire detection devices, ~~that the tenant may believe necessary to~~
1246 ~~ensure his safety~~, provided that:

- 1247 1. Installation does no permanent damage to any part of the dwelling unit.;
- 1248 2. A duplicate of all keys and instructions ~~of how to operate~~ for the operation of all devices
1249 are given to the landlord.;

1250 3. Upon termination of the tenancy, the tenant ~~shall be~~ is responsible for payment to the
1251 landlord for reasonable costs incurred for the removal of all such devices and repairs to all
1252 damaged areas.

1253 E. Upon written request of a tenant in a dwelling unit, the landlord shall install a carbon
1254 monoxide alarm in the tenant's dwelling unit within 90 days. The landlord may charge the tenant
1255 a reasonable fee to recover the costs of the equipment and labor for such installation. The
1256 landlord's installation of a carbon monoxide alarm shall be in compliance with the Uniform
1257 Statewide Building Code (§ 36-97 et seq.).

1258 **Drafting note: In subsection D, the phrase "burglary prevention" is modernized to**
1259 **the preferred term "security system." Technical changes are made.**

1260 ~~§ 55-248.18-1~~ 55.1-xxx. Access following entry of certain court orders.

1261 A. A tenant or authorized occupant who has obtained an order from a court ~~of competent~~
1262 ~~jurisdiction~~ pursuant to § 16.1-279.1 or subsection B of § 20-103 granting such tenant possession
1263 of the premises to the exclusion of one or more co-tenants or authorized occupants may provide
1264 the landlord with a copy of that court order and request that the landlord either (i) install a new
1265 lock or other security devices on the exterior doors of the dwelling unit at the landlord's actual
1266 cost or (ii) permit the tenant or authorized occupant to do so, provided that:

1267 1. Installation of the new lock or security devices does no permanent damage to any part
1268 of the dwelling unit; and

1269 2. A duplicate copy of all keys and instructions ~~of how to operate~~ for the operation of all
1270 devices are given to the landlord.

1271 Upon termination of the tenancy, the tenant shall be responsible for payment to the
1272 landlord of the reasonable costs incurred for the removal of all such devices installed and repairs
1273 to all damaged areas.

1274 B. A person, who is not a tenant or authorized occupant ~~in~~ of the dwelling unit and who
1275 has obtained an order from a court ~~of competent jurisdiction~~ pursuant to § 16.1-279.1 or
1276 subsection B of § 20-103 granting such person possession of the premises to the exclusion of one

1277 or more co-tenants or authorized occupants, may provide a copy of such order to the landlord and
1278 submit a rental application to become a tenant ~~in~~ of such dwelling unit within 10 days of the entry
1279 of such order. If such person's rental application meets the landlord's tenant selection criteria, such
1280 person may become a tenant ~~in~~ of such dwelling unit under a written rental agreement. If such
1281 person submits a rental application and does not meet the landlord's tenant selection criteria, such
1282 person shall vacate the dwelling unit no later than 30 days ~~of~~ after the date the landlord gives such
1283 person written notice that his rental application has been rejected. If such person does not provide
1284 a copy of the protective order to the landlord and submit a rental application to the landlord within
1285 10 days as required by this section, such person shall vacate the dwelling unit no later than 30
1286 days ~~of~~ after the date of the entry of such order. Such person shall be liable to the landlord for
1287 failure to vacate the dwelling unit as required in this section.

1288 Any tenant obligated on a rental agreement shall pay the rent and otherwise comply with
1289 any and all requirements of the rental agreement, and any applicable laws and regulations. The
1290 landlord may pursue all of its remedies under the rental agreement and applicable laws and
1291 regulations, including filing an unlawful detainer action pursuant to § 8.01-126 to obtain a money
1292 judgment and to evict any persons residing in such dwelling unit.

1293 C. A landlord who has received a copy of a court order in accordance with subsection A
1294 shall not provide copies of any keys to the dwelling unit to any person excluded from the premises
1295 by such order.

1296 D. This section shall not apply when the court order excluding a person was issued ex
1297 parte.

1298 **Drafting note: The phrase "of competent jurisdiction" is deleted after "court" in**
1299 **subsections A and B as unnecessary; the court must have the authority under the sections**
1300 **cross-referenced to make the order. Technical changes are made.**

1301 § ~~55-248.18:2~~ 55.1-xxx. Relocation of tenant where mold remediation needs to be
1302 performed in the dwelling unit.

1330 **Drafting note: Existing Article 4, relating to tenant remedies for residential**
1331 **tenancies, is retained.**

1332 § ~~55-248.21~~ 55.1-xxx. Noncompliance by landlord.

1333 Except as provided in this chapter, if there is a material noncompliance by the landlord
1334 with the rental agreement or a noncompliance with any provision of this chapter, materially
1335 affecting health and safety, the tenant may serve a written notice on the landlord specifying the
1336 acts and omissions constituting the breach and stating that the rental agreement will terminate
1337 upon a date not less than 30 days after receipt of the notice if such breach is not remedied in 21
1338 days.

1339 If the landlord commits a breach ~~which~~ that is not remediable, the tenant may serve a
1340 written notice on the landlord specifying the acts and omissions constituting the breach, and
1341 stating that the rental agreement will terminate upon a date not less than 30 days after receipt of
1342 the notice.

1343 If the landlord has been served with a prior written notice ~~which~~ that required the landlord
1344 to remedy a breach, and the landlord remedied such breach, where the landlord intentionally
1345 commits a subsequent breach of a like nature as the prior breach, the tenant may serve a written
1346 notice on the landlord specifying the acts and omissions constituting the subsequent breach, make
1347 reference to the prior breach of a like nature, and state that the rental agreement will terminate
1348 upon a date not less than 30 days after receipt of the notice.

1349 If the breach is remediable by repairs and the landlord adequately remedies the breach
1350 prior to the date specified in the notice, the rental agreement will not terminate. The tenant may
1351 not terminate for a condition caused by the deliberate or negligent act or omission of the tenant, ~~a~~
1352 ~~member of his family or other person on the premises with his consent whether known by the~~
1353 ~~tenant or not~~ an authorized occupant, or a guest or invitee of the tenant. In addition, the tenant
1354 may recover damages and obtain injunctive relief for noncompliance by the landlord with the
1355 provisions of the rental agreement or of this chapter. The tenant shall be entitled to recover
1356 reasonable ~~attorneys'~~ attorney fees unless the landlord proves by a preponderance of the evidence

1357 that the landlord's actions were reasonable under the circumstances. If the rental agreement is
1358 terminated due to the landlord's noncompliance, the landlord shall return the security deposit in
1359 accordance with ~~§ 55-248.15:1~~ 55.1-xxx.

1360 **Drafting note: Language in the last paragraph is amended to use the defined terms**
1361 **"authorized occupant" and "guest or invitee." Technical changes are made.**

1362 ~~§ 55-248.21:1~~ 55.1-xxx. Early termination of rental agreement by military personnel.

1363 A. Any member of the ~~armed forces~~ Armed Forces of the United States or a member of
1364 the National Guard serving on full-time duty or as a ~~Civil Service~~ civil service technician with the
1365 National Guard may, through the procedure detailed in subsection B, terminate his rental
1366 agreement if the member (i) has received permanent change of station orders to depart 35 miles
1367 or more (radius) from the location of the dwelling unit, (ii) has received temporary duty orders in
1368 excess of three months' duration to depart 35 miles or more (radius) from the location of the
1369 dwelling unit, (iii) is discharged or released from active duty with the Armed Forces of the United
1370 States or from his full-time duty or technician status with the National Guard, or (iv) is ordered to
1371 report to government-supplied quarters resulting in the forfeiture of basic allowance for quarters.

1372 B. Tenants who qualify to terminate a rental agreement pursuant to subsection A shall do
1373 so by serving on the landlord a written notice of termination to be effective on a date stated ~~therein~~
1374 in such written notice, such date to be not less than 30 days after the first date on which the next
1375 rental payment is due and payable after the date on which the written notice is given. The
1376 termination date shall be no more than 60 days prior to the date of departure necessary to comply
1377 with the official orders or any supplemental instructions for interim training or duty prior to the
1378 transfer. Prior to the termination date, the tenant shall furnish the landlord with a copy of the
1379 official notification of the orders or a signed letter, confirming the orders, from the tenant's
1380 commanding officer.

1381 C. The landlord may not charge any liquidated damages.

1382 ~~C.~~ D. Nothing in this section shall affect the tenant's obligations established by ~~§ 55-~~
1383 ~~248.16~~ 55.1-xxx.

1384 **Drafting note: Technical changes.**

1385 § ~~55-248.21:2~~ 55.1-xxx. Early termination of rental agreements by victims of family
1386 abuse, sexual abuse, or criminal sexual assault.

1387 A. Any tenant who is a victim of (i) family abuse as defined by § 16.1-228, (ii) sexual
1388 abuse as defined by § 18.2-67.10, or (iii) other criminal sexual assault under Article 7 (§ 18.2-61
1389 et seq.) of Chapter 4 of Title 18.2 may terminate such tenant's obligations under a rental agreement
1390 under the following circumstances:

1391 1. The victim has obtained an order of protection pursuant to § 16.1-279.1 and has given
1392 written notice of termination in accordance with subsection B during the period of the protective
1393 order or any extension thereof; or

1394 2. A court has entered an order convicting a perpetrator of any crime of sexual assault
1395 under Article 7 (§ 18.2-61 et seq.) of Chapter 4 of Title 18.2, sexual abuse as defined by § 18.2-
1396 67.10, or family abuse as defined by § 16.1-228 against the victim and the victim gives written
1397 notice of termination in accordance with subsection B. A victim may exercise a right of
1398 termination under this section to terminate a rental agreement in effect when the conviction order
1399 is entered and one subsequent rental agreement based upon the same conviction.

1400 B. A tenant who qualifies to terminate such tenant's obligations under a rental agreement
1401 pursuant to subsection A shall do so by serving on the landlord a written notice of termination to
1402 be effective on a date stated ~~therein~~ in such written notice, such date to be not less than 30 days
1403 after the first date on which the next rental payment is due and payable after the date on which
1404 the written notice is given. When the tenant serves the termination notice on the landlord, the
1405 tenant shall also provide the landlord with a copy of (i) the order of protection issued or (ii) the
1406 conviction order.

1407 C. The rent shall be payable at such time as would otherwise have been required by the
1408 terms of the rental agreement through the effective date of the termination as provided in
1409 subsection B.

1410 D. The landlord may not charge any liquidated damages.

1411 E. The victim's obligations as a tenant under ~~§ 55-248.16~~ 55.1-xxx shall continue through
1412 the effective date of the termination as provided in subsection B. Any co-tenants on the lease with
1413 the victim shall remain responsible for the rent for the balance of the term of the rental agreement.
1414 If the perpetrator is the remaining sole tenant obligated on the rental agreement, the landlord may
1415 terminate the rental agreement and collect actual damages for such termination against the
1416 perpetrator pursuant to ~~§ 55-248.35~~ 55.1-xxx.

1417 **Drafting note: Technical change.**

1418 ~~§ 55-248.21:3~~ 55.1-xxx. Notice to tenant in event of foreclosure.

1419 A. The landlord of a dwelling unit used as a single-family residence ~~as defined in § 55-~~
1420 ~~248.4~~ shall give written notice to the tenant or any prospective tenant of such dwelling unit that
1421 the landlord has received a notice of a mortgage default, mortgage acceleration, or foreclosure
1422 sale relative to the loan on the dwelling unit within five business days after written notice from
1423 the lender is received by the landlord. This requirement shall not apply (i) to any managing agent
1424 who does not receive a copy of such written notice from the lender or (ii) if the tenant or
1425 prospective tenant provides a copy of the written notice from the lender to the landlord or the
1426 managing agent.

1427 B. If the landlord fails to provide the notice required by this section, the tenant shall have
1428 the right to terminate the rental agreement upon written notice to the landlord at least five business
1429 days prior to the effective date of termination. If the tenant terminates the rental agreement, the
1430 landlord shall make disposition of the tenant's security deposit in accordance with law or the
1431 provisions of the rental agreement, whichever is applicable.

1432 C. If there is in effect at the date of the foreclosure sale a tenant in a ~~residential~~ dwelling
1433 unit foreclosed upon, the foreclosure shall act as a termination of the rental agreement by the
1434 owner. In such case, the tenant may remain in possession of such dwelling unit as a month-to-
1435 month tenant on the terms of the terminated rental agreement until the successor owner gives a
1436 notice of termination of such month-to-month tenancy. If the successor owner elects to terminate

1437 the month-to-month tenancy, written notice of such termination shall be given in accordance with
1438 the rental agreement or the provisions of § ~~55-222~~ 55.1-xxx or ~~55-248.6~~ 55.1-xxx, as applicable.

1439 D. Unless or until the successor owner terminates the month-to-month tenancy, the terms
1440 of the terminated rental agreement remain in effect except that the tenant shall make rental
1441 payments (i) to the successor owner as directed in a written notice to the tenant in this subsection;
1442 (ii) to the managing agent of the owner, if any, or successor owner; or (iii) into a court escrow
1443 account pursuant to the provisions of § ~~55-248.27~~ 55.1-xxx; however, there is no obligation of a
1444 tenant to file a tenant's assertion and pay rent into escrow. Where there is not a managing agent
1445 designated in the terminated rental agreement, the tenant shall remain obligated for payment of
1446 the rent but shall not be held to be delinquent or assessed a late charge until the successor owner
1447 provides written notice identifying the name, address, and telephone number of the party to which
1448 the rent should be paid.

1449 E. The successor owner may enter into a new rental agreement with the tenant in the
1450 dwelling unit, in which case, upon the commencement date of the new rental agreement, the
1451 month-to-month tenancy shall terminate.

1452 **Drafting note: In subsection C, the word "residential" is deleted before "dwelling**
1453 **unit" as redundant.**

1454 § ~~55-248.22~~ 55.1-xxx. Failure to deliver possession.

1455 If the landlord willfully fails to deliver possession of the dwelling unit to the tenant, then
1456 rent abates until possession is delivered₂ and the tenant may (i) terminate the rental agreement
1457 upon at least five days' written notice to the landlord ~~and~~₂ upon which termination₂, the landlord
1458 shall return all prepaid rent and security deposits₂; or (ii) demand performance of the rental
1459 agreement by the landlord. If the tenant elects, he may file an action for possession of the dwelling
1460 unit against the landlord or any person wrongfully in possession and recover the damages
1461 sustained by him. If a person's failure to deliver possession is willful and not in good faith, an
1462 aggrieved person may recover from that person the actual damages sustained by him and
1463 reasonable ~~attorney's~~ attorney fees.

1464 **Drafting note: Technical changes.**

1465 § ~~55-248.23~~ 55.1-xxx. Wrongful failure to supply ~~heat, water, hot water or an~~ essential
1466 ~~services~~ service.

1467 A. If contrary to the rental agreement or provisions of this chapter the landlord willfully
1468 or negligently fails to supply ~~heat, running water, hot water, electricity, gas or other~~ an essential
1469 service, the tenant ~~must~~ shall serve a written notice on the landlord specifying the breach, if acting
1470 under this section, and, in such event, ~~and after a~~ allowing the landlord reasonable time ~~allowed~~
1471 ~~the landlord~~ to correct such breach, may:

1472 1. Recover damages based upon the diminution in the fair rental value of the dwelling
1473 unit; or

1474 2. Procure reasonable substitute housing during the period of the landlord's
1475 noncompliance, in which case the tenant is excused from paying rent for the period of the
1476 landlord's noncompliance, as determined by the court.

1477 B. If the tenant proceeds under this section, he shall be entitled to recover reasonable
1478 attorney fees; however, he may not proceed under § ~~55-248.24~~ 55.1-xxx as to that breach. The
1479 rights of the tenant under this section shall not arise until he has given written notice to the
1480 landlord; however, no rights arise if the condition was caused by the deliberate or negligent act or
1481 omission of the tenant, ~~a member of his family or other person on the premises with his consent~~
1482 an authorized occupant, or a guest or invitee of the tenant.

1483 **Drafting note: The defined term "essential service" incorporates the named elements**
1484 **of and replaces the phrase "heat, running water, hot water, electricity, gas, or other."**
1485 **Language in subsection B is amended to use defined terms "authorized occupant" and**
1486 **"guest or invitee." Technical changes are made.**

1487 § ~~55-248.24~~ 55.1-xxx. Fire or casualty damage.

1488 If the dwelling unit or premises ~~are~~ is damaged or destroyed by fire or casualty to an extent
1489 that the tenant's enjoyment of the dwelling unit is substantially impaired or required repairs can
1490 only be accomplished if the tenant vacates the dwelling unit, either the tenant or the landlord may

1491 terminate the rental agreement. The tenant may terminate the rental agreement by vacating the
1492 premises and within 14 days thereafter, ~~serve~~ serve on the landlord a written notice of his
1493 intention to terminate the rental agreement, in which case the rental agreement terminates as of
1494 the date of vacating; ~~or if.~~ If continued occupancy is lawful, § ~~55-226~~ 55.1-xxx shall apply.

1495 The landlord may terminate the rental agreement by giving the tenant 14 days' notice of
1496 his intention to terminate the rental agreement ~~based upon~~ on the basis of the landlord's
1497 determination that such damage requires the removal of the tenant and that the use of the premises
1498 is substantially impaired, in which case the rental agreement terminates as of the expiration of the
1499 notice period.

1500 If the rental agreement is terminated, the landlord shall return all security deposits in
1501 accordance with § ~~55-248.15:1~~ 55.1-xxx and prepaid rent, plus accrued interest, recoverable by
1502 law unless the landlord reasonably believes that the tenant, ~~tenant's guests, invitees or authorized~~
1503 ~~occupants were~~ an authorized occupant, or a guest or invitee of the tenant was the cause of the
1504 damage or casualty, in which case the landlord shall provide a written statement to the tenant for
1505 the security and prepaid rent, plus accrued interest based upon the damage or casualty, and may
1506 recover actual damages sustained pursuant to § ~~55-248.35~~ 55.1-xxx. Proration for rent in the event
1507 of termination or apportionment shall be made as of the date of the casualty.

1508 **Drafting note: Technical changes.**

1509 § ~~55-248.25~~ 55.1-xxx. Landlord's noncompliance as defense to action for possession for
1510 nonpayment of rent.

1511 A. In an action for possession based upon nonpayment of rent or in an action for rent by a
1512 landlord when the tenant is in possession, the tenant may assert as a defense that there exists upon
1513 the leased premises, a condition ~~which~~ that constitutes, or will constitute, a fire hazard or a serious
1514 threat to the life, health, or safety of the occupants thereof of the dwelling unit, including ~~but not~~
1515 ~~limited to~~ (i) a lack of heat or, running water or of, light or of, electricity or adequate sewage
1516 ~~disposal facilities or;~~ (ii) an infestation of rodents; or (iii) a condition ~~which~~ that constitutes

1517 material noncompliance on the part of the landlord with the rental agreement or provisions of law.

1518 The assertion of any defense provided for in this section shall be conditioned upon the following:

1519 1. Prior to the commencement of the action for rent or possession, the landlord or his agent
1520 refused or, having a reasonable opportunity to do so, failed to remedy the condition for which he
1521 was served a written notice of the aforesaid condition or conditions by the tenant or was notified
1522 of such condition by a violation or condemnation notice from an appropriate state or ~~municipal~~
1523 local agency, ~~but that the landlord has refused, or having a reasonable opportunity to do so, has~~
1524 ~~failed to remedy the same.~~ For the purposes of this subsection, what period of time shall be
1525 deemed to be unreasonable delay is left to the discretion of the court, except that there shall be a
1526 rebuttable presumption that a period in excess of ~~thirty~~ 30 days from receipt of the notification by
1527 the landlord is unreasonable; and

1528 2. The tenant, if in possession, has paid into court the amount of rent found by the court
1529 to be due and unpaid, to be held by the court pending the issuance of an order under subsection
1530 C.

1531 B. It shall be a sufficient answer to such a defense provided for in this section if the
1532 landlord establishes that (i) the conditions alleged in the defense do not in fact exist; or (ii) such
1533 conditions have been removed or remedied; or (iii) such conditions have been caused by the tenant
1534 ~~or, his guest or invitee,~~ members of the family of such tenant, or of his or their guests, a guest or
1535 invitee of such family member; or (iv) the tenant has unreasonably refused entry to the landlord
1536 to the premises for the purposes of correcting such conditions.

1537 C. The court shall make findings of fact upon any defense raised under this section or the
1538 answer to any defense and, ~~thereafter,~~ shall ~~pass such~~ issue any order as may be required,
1539 including any one or more of the following:

1540 1. ~~An order to set off to the tenant as determined by the court~~ Reducing rent in such
1541 amount as ~~may the court determines~~ to be equitable to represent the existence of any condition set
1542 forth in subsection A ~~which is found by the court to exist;~~

1543 2. ~~Terminate~~ Terminating the rental agreement or ~~order~~ ordering the surrender of the
1544 premises to the landlord; or

1545 3. ~~Refer~~ Referring any matter before the court to the proper state or ~~municipal~~ local agency
1546 for investigation and report and ~~grant~~ granting a continuance of the action or complaint pending
1547 receipt of such investigation and report. When such a continuance is granted, the tenant shall
1548 deposit with the court any rents ~~which~~ that will become due during the period of continuance, to
1549 be held by the court pending its further order, or, in its discretion, the court may use such funds
1550 to (i) pay a mortgage on the property in order to stay a foreclosure, ~~to~~ (ii) pay a creditor to prevent
1551 or satisfy a bill to enforce a mechanic's or materialman's lien, or ~~to~~ (iii) remedy any condition set
1552 forth in subsection A ~~which~~ that is found by the court to exist.

1553 D. If it appears that the tenant has raised a defense under this section in bad faith or has
1554 caused the violation or has unreasonably refused entry to the landlord for the purpose of correcting
1555 the condition giving rise to the violation, the court, ~~in its discretion,~~ may impose upon the tenant
1556 the reasonable costs of the landlord, including court costs, the costs of repair where the court finds
1557 the tenant has caused the violation, and reasonable ~~attorney's~~ attorney fees.

1558 **Drafting note: The phrase "but not limited to" is deleted after the term "including"**
1559 **in subsection A on the basis of § 1-218, which states that throughout the Code the term**
1560 **"'Includes' means includes, but not limited to." The phrase "or conditions" is deleted after**
1561 **the term "condition" in subdivision A 1 on the basis of § 1-227, which states that throughout**
1562 **the Code any word used in the singular includes the plural. Language is reworded for**
1563 **clarity. Technical changes are made.**

1564 ~~§ 55-248.25-1~~ 55.1-xxx. Rent escrow required for continuance of tenant's case.

1565 A. Where a landlord has filed an unlawful detainer action seeking possession of the
1566 premises as provided by this chapter and the tenant seeks to obtain a continuance of the action or
1567 to set it for a contested trial, the court shall, upon request of the landlord, order the tenant to pay
1568 an amount equal to the rent that is due as of the initial court date into the court escrow account
1569 prior to granting the tenant's request for a delayed court date. However, if the tenant asserts a good

1570 faith defense, and the court so finds, the court shall not require the rent to be escrowed. If the
1571 landlord requests a continuance, or to set the case for a contested trial, the court shall not require
1572 the rent to be escrowed.

1573 B. If the court finds that the tenant has not asserted a good faith defense, the tenant shall
1574 be required to pay an amount determined by the court to be proper into the court escrow account
1575 in order for the case to be continued or set for contested trial. ~~To meet the ends of justice, however,~~
1576 ~~the~~ The court may grant the tenant a continuance of no more than one week to make full payment
1577 of the court-ordered amount into the court escrow account. If the tenant fails to pay the entire
1578 amount ordered, the court shall, upon request of the landlord, enter judgment for the landlord and
1579 enter an order of possession of the premises.

1580 C. The court shall further order that should the tenant fail to pay future rents due under the
1581 rental agreement into the court escrow account, the court shall, upon the request of the landlord,
1582 enter judgment for the landlord and enter an order of possession of the premises.

1583 D. Upon motion of the landlord, the court may disburse the moneys held in the court
1584 escrow account to the landlord for payment of his mortgage or other expenses relating to the
1585 dwelling unit.

1586 E. Except as provided in subsection D, no rent required to be escrowed under this section
1587 shall be disbursed within 10 days of the date of the judgment unless otherwise agreed to by the
1588 parties. If an appeal is taken by the plaintiff, the rent held in escrow shall be transmitted to the
1589 clerk of the circuit court to be held in such court escrow account pending the outcome of the
1590 appeal.

1591 **Drafting note: Technical changes.**

1592 ~~§ 55-248.26~~ 55.1-xxx. Tenant's remedies for landlord's unlawful ouster, exclusion, or
1593 diminution of service.

1594 ~~If the~~ a landlord unlawfully removes or excludes ~~the~~ a tenant from the premises or willfully
1595 diminishes services to the tenant by interrupting or causing the interruption of ~~gas, water, or other~~
1596 an essential service to the tenant, the tenant may obtain an order from a general district court to

1597 recover possession, require the landlord to resume any such interrupted ~~utility~~ essential service,
1598 or terminate the rental agreement and, in any case, recover the actual damages sustained by him
1599 and a reasonable attorney ~~fee~~ fees. If the rental agreement is terminated the landlord shall return
1600 all of the security deposit in accordance with § ~~55-248.15-1~~ 55.1-xxx.

1601 **Drafting note: The phrases "gas, water, or other" and "utility service" are stricken**
1602 **in favor of using the defined term "essential service." Technical changes are made.**

1603 § ~~55-248.27~~ 55.1-xxx. Tenant's assertion; rent escrow.

1604 A. The tenant may assert that there exists upon the leased premises, a condition ~~or~~
1605 ~~conditions which constitute~~ that constitutes a material noncompliance by the landlord with the
1606 rental agreement or with provisions of law, or ~~which~~ that, if not promptly corrected, will constitute
1607 a fire hazard or serious threat to the life, health, or safety of occupants ~~thereof~~ of the premises,
1608 including ~~but not limited to,~~ (i) a lack of heat or hot or cold running water, except ~~if~~ where the
1609 tenant is responsible for payment of the utility charge and where the lack of such heat or hot or
1610 cold running water is the direct result of the tenant's failure to pay the utility charge; ~~or~~ (ii) a lack
1611 of light, electricity, or adequate sewage disposal facilities; ~~or~~ (iii) an infestation of rodents; or ~~or~~
1612 (iv) the existence of paint containing lead pigment on surfaces within the dwelling, provided that
1613 the landlord has notice of such paint. The tenant may file such an assertion in a general district
1614 court ~~wherein~~ in which the premises ~~are~~ is located by a declaration setting forth such assertion
1615 and asking for one or more forms of relief as provided for in subsection D.

1616 B. Prior to the granting of any relief, the tenant shall show to the satisfaction of the court
1617 that:

1618 1. Prior to the commencement of the action, the landlord or his agent refused or, having a
1619 reasonable opportunity to do so, failed to remedy the condition for which he was served a written
1620 notice of the condition by the tenant ~~of the conditions described in subsection A,~~ or was notified
1621 of such ~~conditions~~ condition by a violation or condemnation notice from an appropriate state or
1622 municipal local agency, ~~and that the landlord has refused, or having a reasonable opportunity to~~
1623 ~~do so, has failed to remedy the same.~~ For the purposes of this subsection, what period of time

1624 shall be deemed to be unreasonable delay is left to the discretion of the court, except that there
1625 shall be a rebuttable presumption that a period in excess of 30 days from receipt of the notification
1626 by the landlord is unreasonable; and

1627 2. The tenant has paid into court the amount of rent called for under the rental agreement,
1628 within five days of the date due ~~thereunder~~ under the rental agreement, unless or until such amount
1629 is modified by subsequent order of the court under this chapter.

1630 C. It shall be sufficient answer or rejoinder to ~~a declaration~~ an assertion made pursuant to
1631 subsection A if the landlord establishes to the satisfaction of the court that (i) the conditions
1632 alleged by the tenant do not in fact exist, or; (ii) such conditions have been removed or remedied,
1633 or; (iii) such conditions have been caused by the tenant or, his guest or invitee, members of his
1634 the family or his or their invitees or licensees, of such tenant, or a guest or invitee of such family
1635 member; or (iv) the tenant has unreasonably refused entry to the landlord to the premises for the
1636 purpose of correcting such conditions.

1637 D. Any court shall make findings of fact on the issues before it and shall issue any order
1638 that may be required. Such an order may include, ~~but is not limited to,~~ any one or more of the
1639 following:

1640 1. Terminating the rental agreement upon the request of the tenant or ordering the
1641 surrender of the premises ~~surrendered~~ to the landlord if the landlord prevails on a request for
1642 possession pursuant to an unlawful detainer properly filed with the court;

1643 2. Ordering all moneys already accumulated in escrow disbursed to the landlord or to the
1644 tenant in accordance with this chapter;

1645 3. Ordering that the escrow be continued until the conditions causing the complaint are
1646 remedied;

1647 4. Ordering that the amount of rent, whether paid into the escrow account or paid to the
1648 landlord, be abated as determined by the court in such an amount as may be equitable to represent
1649 the existence of ~~the any condition or conditions~~ any condition found by the court to exist. In all cases where the

1650 court deems that the tenant is entitled to relief under this chapter, the burden shall be upon the
1651 landlord to show cause why there should not be an abatement of rent;

1652 5. Ordering any amount of moneys accumulated in escrow disbursed to the tenant where
1653 the landlord refuses to make repairs after a reasonable time or to the landlord or to a contractor
1654 chosen by the landlord in order to make repairs or to otherwise remedy the condition. In either
1655 case, the court shall in its order insure that moneys thus disbursed will be in fact used for the
1656 purpose of making repairs or effecting a remedy;

1657 6. Referring any matter before the court to the proper state or ~~municipal~~ local agency for
1658 investigation and report and granting a continuance of the action or complaint pending receipt of
1659 such investigation and report. When such a continuance is granted, the tenant shall deposit with
1660 the court ~~rents~~, within five days of date due under the rental agreement, subject to any abatement
1661 under this section, ~~which~~ rents that become due during the period of the continuance, to be held
1662 by the court pending its further order;

1663 7. ~~In its discretion, ordering~~ Ordering escrow funds disbursed to pay a mortgage on the
1664 property in order to stay a foreclosure; or

1665 8. ~~In its discretion, ordering~~ Ordering escrow funds disbursed to pay a creditor to prevent
1666 or satisfy a bill to enforce a mechanic's or materialman's lien.

1667 E. Notwithstanding any provision of ~~this subsection D~~, where an escrow account is
1668 established by the court and the condition ~~or conditions are~~ is not fully remedied within six months
1669 of the establishment of such account, and the landlord has not made reasonable attempts to remedy
1670 the condition, the court shall award all moneys accumulated in escrow to the tenant. In such event,
1671 the escrow shall not be terminated, but shall begin upon a new six-month period with the same
1672 result if, at the end ~~thereof~~ of the period, the condition ~~or conditions have~~ has not been remedied.

1673 E.F. The initial hearing on the tenant's assertion filed pursuant to subsection A shall be
1674 held within ~~fifteen~~ 15 calendar days from the date of service of process on the landlord as
1675 authorized by § ~~55-248.12~~ 55.1-xxx, except that the court shall order an earlier hearing where
1676 emergency conditions are alleged to exist upon the premises, such as failure of heat in winter,

1677 lack of adequate sewage facilities or any other condition ~~which~~ that constitutes an immediate
1678 threat to the health or safety of the inhabitants of the leased premises. The court, on motion of
1679 either party or on its own motion, may hold hearings subsequent to the initial proceeding in order
1680 to further determine the rights and obligations of the parties. Distribution of escrow moneys may
1681 only occur by order of the court after a hearing of which both parties are given notice as required
1682 by law or upon motion of both the landlord and tenant or upon certification by the appropriate
1683 inspector that the work required by the court to be done has been satisfactorily completed. If the
1684 tenant proceeds under this subsection, he may not proceed under any other section of this article
1685 as to that breach.

1686 **Drafting note: The phrase "but not limited to" is deleted after the term "including"**
1687 **and "include" in subsections A and D on the basis of § 1-218, which states that throughout**
1688 **the Code the term "'Includes' means includes, but not limited to." In subdivision B 1, "or**
1689 **his agent" is added after "landlord" for consistency with subsection A 1 of § 55.1-xxx [§ 55-**
1690 **248.25]. In subsection C, "declaration" is changed to "assertion" to conform to the language**
1691 **used in subsection A. In subsection C, the term "licensee" is stricken and the term "guest**
1692 **or invitee" added on the basis of the definition in § 55.1-xxx [§ 55-248.4]. The phrase "or**
1693 **conditions" is stricken after the term "condition" in subdivision D 4 and I subsection E on**
1694 **the basis of § 1-227, which states that throughout the Code any word used in the singular**
1695 **includes the plural. Language is reworded for clarity. Technical changes are made.**

1696 ~~§§ 55-248.28 through 55-248.30. Repealed.~~

1697 **Drafting note: Repealed by Acts 2000, c. 760, cl. 2.**

1698 Article 5.

1699 Landlord Remedies.

1700 **Drafting note: Existing Article 5, relating to landlord remedies for residential**
1701 **tenancies, is retained.**

1702 ~~§ 55-248.31~~ 55.1-xxx. Noncompliance with rental agreement; monetary penalty.

1703 A. Except as otherwise provided in this chapter, if there is a material noncompliance by
1704 the tenant with the rental agreement or a violation of § ~~55-248.16~~ 55.1-xxx materially affecting
1705 health and safety, the landlord may serve a written notice on the tenant specifying the acts and
1706 omissions constituting the breach and stating that the rental agreement will terminate upon a date
1707 not less than 30 days after receipt of the notice if the breach is not remedied in 21 days; and that
1708 the rental agreement shall terminate as provided in the notice.

1709 B. If the breach is remediable by repairs or the payment of damages or otherwise and the
1710 tenant adequately remedies the breach prior to the date specified in the notice, the rental agreement
1711 shall not terminate.

1712 C. If the tenant commits a breach ~~which~~ that is not remediable, the landlord may serve a
1713 written notice on the tenant specifying the acts and omissions constituting the breach and stating
1714 that the rental agreement will terminate upon a date not less than 30 days after receipt of the
1715 notice. Notwithstanding anything to the contrary ~~contained elsewhere in this chapter~~, when a
1716 breach of the tenant's obligations under this chapter or the rental agreement involves or constitutes
1717 a criminal or a willful act, ~~which~~ that is not remediable and ~~which~~ that poses a threat to health or
1718 safety, the landlord may terminate the rental agreement immediately and proceed to obtain
1719 possession of the premises. For purposes of this subsection, any illegal drug activity involving a
1720 controlled substance, as used or defined by the Drug Control Act (§ 54.1-3400 et seq.), or any
1721 activity that involves or constitutes a criminal or willful act that also poses a threat to health and
1722 safety, by the tenant, ~~the tenant's~~ an authorized ~~occupants~~ occupant, or ~~the tenant's~~ guests or
1723 ~~invitees~~ a guest or invitee of the tenant shall constitute an immediate nonremediable violation for
1724 which the landlord may proceed to terminate the tenancy without the necessity of waiting for a
1725 conviction of any criminal offense that may arise out of the same actions. In order to obtain an
1726 order of possession from a court of competent jurisdiction terminating the tenancy for illegal drug
1727 activity or for any other activity that involves or constitutes a criminal or willful act that also poses
1728 a threat to health and safety, the landlord shall prove any such violations by a preponderance of
1729 the evidence. However, where the illegal drug activity or any activity that involves or constitutes

1730 a criminal or willful act that also poses a threat to health and safety is engaged in by a tenant's an
1731 ~~authorized occupants, or guests or invitees~~ occupant or a guest or invitee of the tenant, the tenant
1732 shall be presumed to have knowledge of such activities unless the presumption is rebutted by a
1733 preponderance of the evidence. The initial hearing on the landlord's action for immediate
1734 possession of the premises shall be held within 15 calendar days from the date of service on the
1735 tenant; however, the court shall order an earlier hearing when emergency conditions are alleged
1736 to exist upon the premises ~~which~~ that constitute an immediate threat to the health or safety of the
1737 other tenants. After the initial hearing, if the matter is scheduled for a subsequent hearing or for a
1738 contested trial, the court, to the extent practicable, shall order that the matter be given priority on
1739 the court's docket. Such subsequent hearing or contested trial shall be heard no later than 30
1740 calendar days from the date of service on the tenant. During the interim period between the date
1741 of the initial hearing and the date of any subsequent hearing or contested trial, the court may afford
1742 any further remedy or relief as is necessary to protect the interests of parties to the proceeding or
1743 the interests of any other tenant residing on the premises. Failure by the court to hold either of the
1744 hearings within the time limits set out ~~herein~~ in this section shall not be a basis for dismissal of
1745 the case.

1746 D. If the tenant is a victim of family abuse as defined in § 16.1-228 that occurred in the
1747 dwelling unit or on the premises and the perpetrator is barred from the dwelling unit pursuant to
1748 ~~§ 55-248.31:01 based upon~~ 55.1-xxx on the basis of information provided by the tenant to the
1749 landlord, or by a protective order from a court of competent jurisdiction pursuant to § 16.1-253.1,
1750 or 16.1-279.1, or subsection B of § 20-103, the lease shall not terminate solely ~~solely~~ to an
1751 act of family abuse against the tenant. However, these provisions shall not be applicable if (i) the
1752 tenant fails to provide written documentation corroborating the tenant's status as a victim of family
1753 abuse and the exclusion from the dwelling unit of the perpetrator no later than 21 days from the
1754 alleged offense or (ii) the perpetrator returns to the dwelling unit or the premises, in violation of
1755 a bar notice, and the tenant fails ~~promptly~~ promptly notify the landlord within 24 hours
1756 ~~thereafter~~ that the perpetrator has returned to the dwelling unit or the premises, unless the tenant

1757 proves by a preponderance of the evidence that the tenant had no actual knowledge that the
1758 perpetrator violated the bar notice, or it was not possible for the tenant to notify the landlord within
1759 24 hours, in which case the tenant shall promptly notify the landlord, but in no event ~~more~~ later
1760 than ~~7~~ seven days ~~thereafter~~. If the provisions of this subsection are not applicable, the tenant shall
1761 remain responsible for the acts of the other co-tenants, authorized occupants, or guests or invitees
1762 pursuant to ~~§ 55-248.16~~ § 55.1-xxx, and is subject to termination of the tenancy pursuant to the
1763 lease and this chapter.

1764 E. If the tenant has been served with a prior written notice ~~which~~ that required the tenant
1765 to remedy a breach, and the tenant remedied such breach, where the tenant intentionally commits
1766 a subsequent breach of a like nature as the prior breach, the landlord may serve a written notice
1767 on the tenant specifying the acts and omissions constituting the subsequent breach, make reference
1768 to the prior breach of a like nature, and state that the rental agreement will terminate upon a date
1769 not less than 30 days after receipt of the notice.

1770 F. If rent is unpaid when due, and the tenant fails to pay rent within five days after written
1771 notice is served on him notifying the tenant of his nonpayment, and of the landlord's intention to
1772 terminate the rental agreement if the rent is not paid within the five-day period, the landlord may
1773 terminate the rental agreement and proceed to obtain possession of the premises as provided in §
1774 ~~55-248.35~~ § 55.1-xxx. If a check for rent is delivered to the landlord drawn on an account with
1775 insufficient funds, or if an electronic funds transfer has been rejected because of insufficient funds
1776 or a stop-payment order has been placed in bad faith by the authorizing party, and the tenant fails
1777 to pay rent within five days after written notice is served on him notifying the tenant of his
1778 nonpayment and of the landlord's intention to terminate the rental agreement if the rent is not paid
1779 by cash, cashier's check, certified check, or a completed electronic funds transfer within the five-
1780 day period, the landlord may terminate the rental agreement and proceed to obtain possession of
1781 the premises as provided in ~~§ 55-248.35~~ § 55.1-xxx. Nothing shall be construed to prevent a
1782 landlord from seeking an award of costs or attorney fees under § 8.01-27.1 or civil recovery under
1783 § 8.01-27.2, as a part of other damages requested on the unlawful detainer filed pursuant to §

1784 8.01-126, provided that the landlord has given notice in accordance with § ~~55-248.6~~ 55.1-xxx,
1785 which notice may be included in the five-day termination notice provided in accordance with this
1786 section.

1787 G. Except as otherwise provided in this chapter, the landlord may recover damages and
1788 obtain injunctive relief for any noncompliance by the tenant with the rental agreement or § ~~55-~~
1789 ~~248.16~~ 55.1-xxx. In the event of a breach of the rental agreement or noncompliance by the tenant,
1790 the landlord shall be entitled to recover from the tenant the following, regardless of whether ~~or~~
1791 ~~not~~ a lawsuit is filed or an order is obtained from a court: (i) rent due and owing as contracted for
1792 in the rental agreement, (ii) other charges and fees as contracted for in the rental agreement, (iii)
1793 late charges contracted for in the rental agreement, (iv) reasonable attorney fees as contracted for
1794 in the rental agreement or as provided by law, (v) costs of the proceeding as contracted for in the
1795 rental agreement or as provided by law only if court action has been filed, and (vi) damages to the
1796 dwelling unit or premises as contracted for in the rental agreement.

1797 H. In a case where a lawsuit is pending before the court upon a breach of the rental
1798 agreement or noncompliance by the tenant and the landlord prevails, the court shall award a
1799 money judgment to the landlord and against the tenant for the relief requested, which may include
1800 the following: (i) rent due and owing as of the court date as contracted for in the rental agreement;
1801 (ii) other charges and fees as contracted for in the rental agreement; (iii) late charges contracted
1802 for in the rental agreement; (iv) reasonable attorney fees as contracted for in the rental agreement
1803 or as provided by law, unless in any such action the tenant proves by a preponderance of the
1804 evidence that the tenant's failure to pay rent or vacate was reasonable; (v) costs of the proceeding
1805 as contracted for in the rental agreement or as provided by law; and (vi) damages to the dwelling
1806 unit or premises.

1807 **Drafting note: Technical changes.**

1808 § ~~55-248.31:01~~ 55.1-xxx. Barring guest or invitee of ~~tenants~~ a tenant.

1809 A. A guest or invitee of a tenant may be barred from the premises by the landlord upon
1810 written notice served personally upon the guest or invitee of the tenant for conduct on the

1811 landlord's property where the premises are located ~~which~~ that violates the terms and conditions of
1812 the rental agreement, a local ordinance, or a state or federal law. A copy of the notice ~~must~~ shall
1813 be served upon the tenant in accordance with this chapter. The notice shall describe the conduct
1814 of the guest or invitee ~~which~~ that is the basis for the landlord's action.

1815 B. In addition to the remedies against the tenant authorized by this chapter, a landlord may
1816 apply to the magistrate for a warrant for trespass, provided that the guest or invitee has been served
1817 in accordance with subsection A.

1818 C. The tenant may file a tenant's assertion, in accordance with § ~~55-248.27~~ 55.1-xxx,
1819 requesting that the general district court review the landlord's action to bar the guest or invitee.

1820 **Drafting note: Technical changes.**

1821 § ~~55-248.31:1~~ 55.1-xxx. Sheriffs authorized to serve certain notices; ~~fees therefor~~ fee for
1822 service.

1823 The sheriff of any county or city, upon request, may deliver any notice to a tenant on
1824 behalf of a landlord or lessor under the provisions of § ~~55-225~~ 55.1-xxx or § ~~55-248.31~~ 55.1-xxx.
1825 For this service, the sheriff shall be allowed a fee not to exceed ~~twelve dollars~~ \$12.

1826 **Drafting note: Technical changes.**

1827 § ~~55-248.32~~ 55.1-xxx. Remedy by repair, etc.; emergencies.

1828 If there is a violation by the tenant of § ~~55-248.16~~ 55.1-xxx or the rental agreement
1829 materially affecting health and safety that can be remedied by repair, replacement of a damaged
1830 item, or cleaning, the landlord shall send a written notice to the tenant specifying the breach and
1831 stating that the landlord will enter the dwelling unit and perform the work in a workmanlike
1832 manner; and submit an itemized bill for the actual and reasonable cost ~~therefor~~ for such work to
1833 the tenant, which shall be due as rent on the next rent due date; or, if the rental agreement has
1834 terminated, for immediate payment.

1835 In case of emergency the landlord may, as promptly as conditions require, enter the
1836 dwelling unit, perform the work in a workmanlike manner, and submit an itemized bill for the

1837 actual and reasonable cost ~~therefor~~ for such work to the tenant, which shall be due as rent on the
1838 next rent due date, or, if the rental agreement has terminated, for immediate payment.

1839 The landlord may perform the repair, replacement, or cleaning, or may engage a third
1840 party to do so.

1841 **Drafting note: Technical changes.**

1842 ~~§ 55-248.33~~ 55.1-xxx. Remedies for absence, nonuse, and abandonment.

1843 If the rental agreement requires the tenant to give notice to the landlord of an anticipated
1844 extended absence in excess of seven days and the tenant fails to do so, the landlord may recover
1845 actual damages from the tenant. During any absence of the tenant in excess of seven days, the
1846 landlord may enter the dwelling unit at times reasonably necessary to protect his possessions and
1847 property. The rental agreement is deemed to be terminated by the landlord as of the date of
1848 abandonment by the tenant. If the landlord cannot determine whether the premises ~~have~~ has been
1849 abandoned by the tenant, the landlord shall serve written notice on the tenant in accordance with
1850 ~~§ 55-248.6~~ 55.1-xxx requiring the tenant to give written notice to the landlord within seven days
1851 that the tenant intends to remain in occupancy of the premises. If the tenant gives such written
1852 notice to the landlord, or if the landlord otherwise determines that the tenant remains in occupancy
1853 of the premises, the landlord shall not treat the premises as having been abandoned. Unless the
1854 landlord receives written notice from the tenant or otherwise determines that the tenant remains
1855 in occupancy of the premises, upon the expiration of seven days from the date of the landlord's
1856 notice to the tenant, there shall be a rebuttable presumption that the premises ~~have~~ has been
1857 abandoned by the tenant, and the rental agreement shall be deemed to terminate on that date. The
1858 landlord shall mitigate damages in accordance with ~~§ 55-248.35~~ 55.1-xxx.

1859 **Drafting note: Technical changes.**

1860 ~~§ 55-248.34~~. Repealed.

1861 **Drafting note: Repealed by Acts 2003, c. 427, cl. 2.**

1862 ~~§ 55-248.34:1~~ 55.1-xxx. Landlord's acceptance of rent with reservation.

1863 A. The landlord may accept full or partial payment of all rent and receive an order of
1864 possession from a court of competent jurisdiction pursuant to an unlawful detainer action filed
1865 under Article 13 (§ 8.01-124 et seq.) of Chapter 3 of Title 8.01 and proceed with eviction under
1866 ~~§ 55-248.38:2~~ 55.1-xxx, provided that the landlord has stated in a written notice to the tenant that
1867 any and all amounts owed to the landlord by the tenant, including payment of any rent, damages,
1868 money judgment, award of attorney fees, and court costs, would be accepted with reservation and
1869 would not constitute a waiver of the landlord's right to evict the tenant from the dwelling unit.
1870 Such notice may be included in a written termination notice given by the landlord to the tenant in
1871 accordance with ~~§ 55-248.34~~ 55.1-xxx, and if so included, nothing herein shall be construed by a
1872 court of law or otherwise as requiring such landlord to give the tenant subsequent written notice.
1873 If the dwelling unit is a public housing unit or other housing unit subject to regulation by the U.S.
1874 Department of Housing and Urban Development, nothing ~~herein~~ in this section shall be construed
1875 to require that written notice be given to any public agency paying a portion of the rent under the
1876 rental agreement. If a landlord enters into a new written rental agreement with the tenant prior to
1877 eviction, an order of possession obtained prior to the entry of such new rental agreement is not
1878 enforceable.

1879 B. ~~However, the~~ The tenant may pay or present to the court a redemption tender for
1880 payment of all rent due and owing as of the return date, including late charges, attorney fees, and
1881 court costs, at or before the first return date on an action for unlawful detainer. For purposes of
1882 this section, "redemption tender" means a written commitment to pay all rent due and owing as
1883 of the return date, including late charges, attorney fees, and court costs, by a local government or
1884 nonprofit entity within 10 days of ~~said~~ such return date.

1885 C. If the tenant presents a redemption tender to the court at the return date, the court shall
1886 continue the action for unlawful detainer for 10 days following the return date for payment to the
1887 landlord of all rent due and owing as of the return date, including late charges, attorney fees, and
1888 court costs, and ~~dismissal of~~ dismiss the action upon such payment. Should the landlord not
1889 receive full payment of all rent due and owing as of the return date, including late charges, attorney

1890 fees, and court costs, within 10 days of the return date, the court shall, without further evidence,
1891 grant to the landlord judgment for all amounts due and immediate possession of the premises.

1892 D. In cases of unlawful detainer, a tenant may pay the landlord or his attorney or pay into
1893 court all (i) rent due and owing as of the court date as contracted for in the rental agreement, (ii)
1894 other charges and fees as contracted for in the rental agreement, (iii) late charges contracted for
1895 in the rental agreement, (iv) reasonable attorney fees as contracted for in the rental agreement or
1896 as provided by law, and (v) costs of the proceeding as provided by law, at which time the unlawful
1897 detainer proceeding shall be dismissed. A tenant may invoke the rights granted in this section no
1898 more than one time during any 12-month period of continuous residency in the dwelling unit,
1899 regardless of the term of the rental agreement or any renewal term ~~thereof~~ of the rental agreement.

1900 **Drafting note: Technical changes.**

1901 ~~§ 55-248.35~~ 55.1-xxx. Remedy after termination.

1902 If the rental agreement is terminated, the landlord may have a claim for possession and for
1903 rent and a separate claim for actual damages for breach of the rental agreement, reasonable
1904 ~~attorney's attorney~~ fees as provided in ~~§ 55-248.31~~ 55.10xxx, and the cost of service of any notice
1905 under ~~§ 55-225 or § 55-248.31~~ 55.1-xxx or 55.1-xxx or process by a sheriff or private process
1906 server, which cost shall not exceed the amount authorized by ~~§ 55-248.31:1~~ 55.1-xxx, ~~which and~~
1907 such claims may be enforced, without limitation, by ~~the institution of~~ initiating an action for
1908 unlawful entry or detainer. Actual damages for breach of the rental agreement may include a claim
1909 ~~for such rent as~~ that would have accrued until the expiration of the term ~~thereof~~ of the rental
1910 agreement or until a tenancy pursuant to a new rental agreement commences, whichever occurs
1911 ~~first occurs~~; provided that nothing ~~herein~~ contained in this section shall diminish the duty of the
1912 landlord to mitigate actual damages for breach of the rental agreement. In obtaining post-
1913 possession judgments for actual damages as defined ~~herein~~ in this section, the landlord shall not
1914 seek a judgment for accelerated rent through the end of the term of the tenancy.

1915 In any unlawful detainer action brought by the landlord, this section shall not be construed
1916 to prevent the landlord from being granted by the court a simultaneous judgment for money due

1917 and for possession of the premises without a credit for any security deposit. Upon the tenant
1918 vacating the premises either voluntarily or by a writ of possession, security deposits shall be
1919 credited to the tenants' account by the landlord in accordance with the requirements of ~~§ 55-~~
1920 ~~248.15:1~~ 55.1-xxx.

1921 **Drafting note: Technical changes.**

1922 ~~§ 55-248.36~~ 55.1-xxx. Recovery of possession limited.

1923 A landlord may not recover or take possession of the dwelling unit (i) by willful
1924 diminution of services to the tenant by interrupting or causing the interruption of ~~electric, gas,~~
1925 ~~water or other~~ an essential service required by the rental agreement or (ii) by refusal to permit the
1926 tenant access to the unit unless such refusal is pursuant to a court order for possession.

1927 **Drafting note: The phrase "electric, gas, water or other" is stricken in favor of using**
1928 **the defined term "essential service."**

1929 ~~§ 55-248.37~~ 55.1-xxx. Periodic tenancy; holdover remedies.

1930 A. The landlord or the tenant may terminate a week-to-week tenancy by serving a written
1931 notice on the other at least seven days prior to the next rent due date. The landlord or the tenant
1932 may terminate a month-to-month tenancy by serving a written notice on the other at least 30 days
1933 prior to the next rent due date, unless the rental agreement provides for a different notice period.
1934 The landlord and the tenant may agree in writing to an early termination of a rental agreement. In
1935 the event that no such agreement is reached, the provisions of ~~§ 55-248.35~~ 55.1-xxx shall control.

1936 B. If the tenant remains in possession without the landlord's consent after expiration of the
1937 term of the rental agreement or its termination, the landlord may bring an action for possession
1938 and may also recover actual damages, reasonable attorney fees, and court costs, unless the tenant
1939 proves by a preponderance of the evidence that the failure of the tenant to vacate the dwelling unit
1940 as of the termination date was reasonable. The landlord may include in the rental agreement a
1941 reasonable liquidated damage penalty, not to exceed an amount equal to 150 percent of the per
1942 diem of the monthly rent, for each day the tenant remains in the dwelling unit after the termination
1943 date specified in the landlord's notice. However, if the dwelling unit is a public housing unit or

1944 other housing unit subject to regulation by the U.S. Department of Housing and Urban
1945 Development, any liquidated damage penalty shall not exceed an amount equal to the per diem of
1946 the monthly rent set out in the lease agreement. If the landlord consents to the tenant's continued
1947 occupancy, ~~§ 55-248.7~~ 55.1-xxx applies.

1948 C. In the event of termination of a rental agreement ~~and~~ where the tenant remains in
1949 possession with the agreement of the landlord either as a hold-over tenant or a month-to-month
1950 tenant and no new rental agreement is entered into, the terms of the terminated agreement shall
1951 remain in effect and govern the hold-over or month-to-month tenancy, except that the amount of
1952 rent shall be either as provided in the terminated rental agreement or the amount set forth in a
1953 written notice to the tenant, provided that such new rent amount shall not take effect until the next
1954 rent due date coming 30 days after the notice.

1955 **Drafting note: Technical change.**

1956 ~~§ 55-248.38. Repealed.~~

1957 **Drafting note: Repealed by Acts 2000, c. 760, cl. 2.**

1958 ~~§ 55-248.38; 55.1-xxx.~~ Disposal of property abandoned by tenants.

1959 If any items of personal property are left in the dwelling unit, the premises, or ~~in~~ any
1960 storage area provided by the landlord, after the rental agreement has terminated and delivery of
1961 possession has occurred, the landlord may consider such property to be abandoned. The landlord
1962 may dispose of the property so abandoned as the landlord sees fit or appropriate, provided that he
1963 has: ~~(i)~~ (i) given a termination notice to the tenant in accordance with this chapter, ~~which includes~~
1964 including a statement that any items of personal property left in the dwelling unit or the premises
1965 would be disposed of within the 24-hour period after termination; (ii) ~~given~~ written notice to the
1966 tenant in accordance with ~~§ 55-248.33, which includes~~ 55.1-xxx, including a statement that any
1967 items of personal property left in the dwelling unit ~~or,~~ the premises, or the storage area would be
1968 disposed of within the 24-hour period after expiration of the seven-day notice period; (iii)
1969 ~~given~~ a separate written notice to the tenant, ~~which includes~~ including a statement that any items
1970 of personal property left in the dwelling unit ~~or,~~ the premises, or the storage area would be

1971 disposed of within 24 hours after expiration of a 10-day period from the date such notice was
1972 given to the tenant. Any written notice to the tenant shall be given in accordance with § ~~55-248.6~~
1973 55.1-xxx. The tenant shall have the right to remove his personal property from the dwelling unit
1974 ~~or~~, the premises, or the storage area at reasonable times during the 24-hour period after termination
1975 or at such other reasonable times until the landlord has disposed of the remaining personal
1976 property of the tenant.

1977 During the 24-hour period and until the landlord disposes of the remaining personal
1978 property of the tenant, the landlord shall not have any liability for the risk of loss for such personal
1979 property. If the landlord fails to allow reasonable access to the tenant to remove his personal
1980 property as provided in this section, the tenant shall have a right to injunctive or other relief as
1981 provided by law. If the landlord received any funds from any sale of abandoned property as
1982 provided in this section, the landlord shall pay such funds to the account of the tenant and apply
1983 ~~same~~ the funds to any amounts due the landlord by the tenant, including the reasonable costs
1984 incurred by the landlord in selling, storing, or safekeeping such property. If any such funds are
1985 remaining after application, the remaining funds shall be treated as a security deposit under the
1986 provisions of § ~~55-248.15:1~~ 55.10xxx. The provisions of this section shall not be applicable if the
1987 landlord has been granted a writ of possession for the premises in accordance with Title 8.01 and
1988 execution of such writ has been completed pursuant to § 8.01-470.

1989 Nothing ~~herein~~ in this section shall affect the right of a landlord to enforce an inchoate or
1990 perfected lien of the landlord on the personal property of a tenant in a dwelling unit or on the
1991 premises leased to such tenant and the right of a landlord to distress, levy, and seize such personal
1992 property as otherwise provided by law.

1993 **Drafting note: The language "or the storage area" is included throughout for**
1994 **consistency with the first sentence of the section. Technical changes are made.**

1995 § ~~55-248.38:2~~ 55.1-xxx. Authority of sheriffs to store and sell personal property removed
1996 from residential premises; recovery of possession by owner; disposition or sale.

1997 Notwithstanding the provisions of § 8.01-156, when personal property is removed from a
1998 dwelling unit, the premises, or ~~from~~ any storage area provided by the landlord pursuant to an
1999 action of unlawful detainer or ejection, or pursuant to any other action in which personal
2000 property is removed from the dwelling unit in order to restore the dwelling unit to the person
2001 entitled ~~thereto~~ to such dwelling unit, the sheriff shall oversee the removal of such personal
2002 property to be placed into the public way. The tenant shall have the right to remove his personal
2003 property from the public way during the 24-hour period after eviction. Upon the expiration of the
2004 24-hour period after eviction, the landlord shall remove, or dispose of, any such personal property
2005 remaining in the public way.

2006 At the landlord's request, any personal property removed pursuant to this section shall be
2007 placed into a storage area designated by the landlord, which may be the dwelling unit. The tenant
2008 shall have the right to remove his personal property from the landlord's designated storage area at
2009 reasonable times during the 24 hours after eviction ~~from the landlord's~~ or at such other reasonable
2010 times until the landlord has disposed of the property as provided ~~herein~~ in this section. During
2011 that 24-hour period and until the landlord disposes of the remaining personal property of the
2012 tenant, the landlord and the sheriff shall not have any liability for the risk of loss for such personal
2013 property. If the landlord fails to allow reasonable access to the tenant to remove his personal
2014 property as provided ~~herein~~ in this section, the tenant shall have a right to injunctive or other relief
2015 as otherwise provided by law.

2016 Any property remaining in the landlord's storage area upon the expiration of the 24-hour
2017 period after eviction may be disposed of by the landlord as the landlord sees fit or appropriate. If
2018 the landlord receives any funds from any sale of such remaining property, the landlord shall pay
2019 such funds to the account of the tenant and apply ~~same~~ the funds to any amounts due the landlord
2020 by the tenant, including the reasonable costs incurred by the landlord in the eviction process
2021 described in this section or the reasonable costs incurred by the landlord in selling or storing such
2022 property. If any funds are remaining after application, the remaining funds shall be treated as a
2023 security deposit under ~~applicable law~~ the provisions of § 55.1-xxx [§ 55-248.15:1].

2024 The notice posted by the sheriff setting the date and time of the eviction, pursuant to §
2025 8.01-470, shall provide notice to the tenant of the rights afforded to tenants in this section and
2026 shall include ~~in the said notice~~ a copy of this statute attached to, or made a part of, ~~this~~ the notice.

2027 **Drafting note: In the third paragraph, a reference to § 55.1-xxx [§ 55-248.15:1] is**
2028 **included for consistency with the preceding section. Technical changes are made.**

2029 § ~~55-248.38:3~~ 55.1-xxx. Disposal of property of deceased tenants.

2030 A. If a tenant who is the sole tenant under a written rental agreement still residing in the
2031 dwelling unit dies, and there is no person authorized by order of the circuit court to handle probate
2032 matters for the deceased tenant, the landlord may dispose of the personal property left in the
2033 dwelling unit or upon the premises. However, the landlord shall give at least 10 days' written
2034 notice to (i) the person identified in the rental application, lease agreement, or other landlord
2035 document as the authorized person to contact in the event of the death or emergency of the tenant
2036 or (ii) the tenant in accordance with § ~~55-248.6~~ 55.1-xxx if no such person is identified in the
2037 rental application, lease agreement, or other landlord document as the authorized contact person.
2038 The notice given under clause (i) or (ii) shall include a statement that any items of personal
2039 property left in the premises would be treated as abandoned property and disposed of in
2040 accordance with the provisions of § ~~55-248.38:1~~ 55.1-xxx, if not claimed within 10 days.
2041 Authorized occupants, or guests or invitees, are not allowed to occupy the dwelling unit after the
2042 death of the sole remaining tenant and shall vacate the dwelling unit prior to the end of the 10-
2043 day period.

2044 B. The landlord may request that such authorized contact person provide reasonable proof
2045 of identification. Thereafter, the authorized contact person identified in the rental application,
2046 lease agreement, or other landlord document may (i) have access to the dwelling unit or the
2047 premises and to the tenant records maintained by the landlord and (ii) rightfully claim the personal
2048 property of the deceased tenant and otherwise handle the affairs of the deceased tenant with the
2049 landlord.

2050 C. The rental agreement is deemed to be terminated by the landlord as of the date of death
2051 of the tenant who is the sole tenant under a written rental agreement still residing in the dwelling
2052 unit, and the landlord shall not be required to seek an order of possession from a court of
2053 competent jurisdiction. The estate of the tenant shall remain liable for actual damages under § ~~55-~~
2054 ~~248.35~~ 55.1-xxx, and the landlord shall mitigate such damages ~~as provided thereunder~~.

2055 **Drafting note: Technical changes.**

2056 § 55.1-xxx. Who may recover rent or possession.

2057 Notwithstanding any rule of court to the contrary, (i) any person licensed under the
2058 provisions of § 54.1-2106.1, (ii) any property manager, or a managing agent of a landlord as
2059 defined in § 55.1-xxx [§ 55-248.4], or (iii) any employee, who is authorized in writing by a
2060 corporate officer with the approval of the board of directors, or by a manager, a general partner,
2061 or a trustee, of a partnership, association, corporation, limited liability company, limited
2062 partnership, professional corporation, professional limited liability company, registered limited
2063 liability partnership, registered limited liability limited partnership, business trust, or family trust
2064 to sign pleadings as the agent of the business entity may obtain a judgment (a) for possession in
2065 the general district court for the county or city in which the premises, or part thereof, is situated
2066 or (b) for rent or damages, including actual damages for breach of the rental agreement, or for
2067 final rent and damages under § 8.01-128, in any general district court where venue is proper under
2068 § 8.01-259, against any defendant if the person seeking such judgment had a contractual
2069 agreement with the landlord to manage the premises for which rent or possession is due and may
2070 prepare, execute, file, and have served on other parties in any general district court a warrant in
2071 debt, suggestion for summons in garnishment, garnishment summons, writ of possession, or writ
2072 of fieri facias arising out of a landlord-tenant relationship. However, the activities of any such
2073 person in court shall be limited by the provisions of § 16.1-88.03. However, nothing shall be
2074 construed as preventing a nonlawyer from requesting relief from the court as provided by law or
2075 statute when such nonlawyer is before the court on one of the actions specified herein.

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CHAPTER XX. [3]

NONRESIDENTIAL TENANCIES.

Drafting note: Proposed Chapter XX [3] contains provisions from existing Chapter 13 that are applicable to nonresidential tenancies. Provisions from existing Chapter 13 that apply only to residential tenancies are proposed to be deleted because, as a result of Ch. 730 of the Acts of Assembly of 2017 and Ch. 221 of the Acts of Assembly of 2018, they were made identical in substance to provisions in proposed Chapter XX [1] (VRLTA). Each statute recommended for deletion is set out and the drafting note explains the location of the corresponding VRLTA provision. Proposed Chapter XX [3] is divided into articles loosely based on the existing articles in Chapter XX [1]: Article 1, General Provisions; Article 2, Assignments; Article 3, Landlord Obligations; Article 4, Landlord Remedies; and Article 5, Miscellaneous.

Article 1.

General Provisions.

Drafting note: Proposed Article 1 consolidates provisions from existing Chapter 13 that are generally applicable to all nonresidential tenancies.

~~§ 55-217~~ 55.1-xxx. Applicability; right to terminate tenant.

~~The provisions of this chapter shall apply to all residential dwelling units as specified herein.~~ A. As used in this chapter, unless the context requires a different meaning, "nonresidential tenancy" means the rental of any real estate for purposes other than residential use, including business, industrial, or agricultural purposes.

~~B. The provisions of this chapter shall also apply to all nonresidential tenancies unless the rental or lease agreement provides otherwise. The right to evict a tenant whose right of possession has been terminated in a residential tenancy under this chapter may only be effectuated by the filing of an unlawful detainer action, entry of an order of possession, and eviction pursuant to § 55-237.1~~ The lease or rental agreement controls the landlord-tenant relationship unless such lease or rental agreement is silent, in which case the provisions of this chapter apply. The right to evict

28 a tenant whose right of possession has been terminated in any commercial or other nonresidential
29 tenancy under this chapter may be effectuated by self-help eviction without further legal process
30 so long as such eviction does not incite a breach of the peace. However, ~~nothing herein in this~~
31 chapter shall be construed to preclude termination of any commercial or other nonresidential
32 tenancy by the filing of an unlawful detainer action, entry of an order of possession, and eviction
33 pursuant to ~~§ 55-237.1~~ 55.1-xxx.

34 **Drafting note: Subsection designations are added for clarity. Provisions related to**
35 **residential tenancies are deleted. A proposed definition of "nonresidential tenancy" is**
36 **adapted from existing § 55-248.5, which states what types of tenancies are not residential**
37 **tenancies. The provision providing for the applicability of this chapter versus the terms of**
38 **the lease or rental agreement is restated for clarity. Technical changes are made.**

39 ~~§ 55-218.1~~ 55.1-xxx. Appointment of resident agent by nonresident property owner;
40 service of process, etc., on such agent or on Secretary of the Commonwealth.

41 Any nonresident person as the term "person" is defined in ~~§ 55-248.4 of this title~~ 55.1-xxx
42 of the Commonwealth who owns and leases ~~residential or commercial~~ nonresidential real property
43 ~~consisting of four or more units within a county or city in~~ the Commonwealth shall have and
44 continuously maintain an agent who is a resident and maintains a business office within the
45 Commonwealth. Every lease executed by or on behalf of nonresident property owners regarding
46 any such real property shall specifically designate such agent and the agent's office address for
47 the purpose of service of any process, notice, order, or demand required or permitted by law to be
48 served upon such nonresident property owner.

49 Whenever any nonresident property owner fails to appoint or maintain an agent, as
50 required ~~herein in this section~~, or whenever his agent cannot with reasonable diligence be found,
51 then the Secretary of the Commonwealth shall be an agent of the nonresident property owner upon
52 whom may be served any process, notice, order, or demand. Service may be made on the Secretary
53 or any of his staff at his office who shall forthwith cause it to be sent by registered or certified

54 mail addressed to the nonresident property owner at his address as shown on the official tax
55 records maintained by the locality where the property is located.

56 The name and office address of the agent appointed as provided ~~herein~~ in this section shall
57 be filed in the office of the clerk of the court in which deeds are recorded in the county or city
58 ~~wherein~~ in which the property lies. Recordation shall be in the same book as certificates of
59 fictitious names are recorded as provided by § 59.1-74 for which the clerk shall be entitled to a
60 fee of \$10.

61 No nonresident property owner shall maintain an action in the courts of the
62 Commonwealth concerning property for which a designation is required ~~hereunder~~ by this section
63 until such designation has been filed.

64 **Drafting note: Existing references to residential tenancies are deleted because this**
65 **section is duplicated, using references to residential tenancies, in proposed Chapter XX [1]**
66 **because it also applies to certain owners of residential tenancies. Technical changes are**
67 **made.**

68 ~~§ 55-219~~ 55.1-xxx. Apportionment on purchase of part of land by holder of rent, ~~etc.~~

69 When the holder of a rent ~~shall purchase~~ purchases part of the land out of which the ~~same~~
70 rent issues, ~~the such~~ rent shall be apportioned in like manner as if the land had come to him by
71 descent; ~~and when the holder of land, being that is~~ part of land out of which a rent ~~shall be issuing,~~
72 ~~shall purchase~~ issues purchases such rent or part ~~thereof~~ of it, the rent so purchased shall be
73 apportioned as ~~aforsaid~~ in like manner as if the land had come to him by descent.

74 **Drafting note: Technical changes.**

75 ~~§ 55-220.1~~ 55.1-xxx. Perfection of lien or interest in leases, rents, and profits.

76 The recordation pursuant to ~~§ 55-106~~ 55.1-xxx, in the county or city in which the real
77 property is located, of any deed, deed of trust or other instrument granting, transferring, or
78 assigning the interest of the grantor, transferor, assignor, pledgor, or lessor in leases, rents, or
79 profits arising from the real property described in such deed, deed of trust, or other instrument,
80 shall fully perfect the interest of the grantee, transferee, assignee, or pledgee ~~or assignee~~ as to the

81 assignor and all third parties without the necessity of (i) furnishing notice to the assignor or lessee,
82 (ii) obtaining possession of the real property, (iii) impounding the rents, (iv) securing the
83 appointment of a receiver, or (v) taking any other affirmative action. The lessee is authorized to
84 pay the assignor until the lessee receives written notification that rents due or to become due have
85 been assigned and that payment is to be made to the assignee. ~~This section shall apply to all~~
86 ~~instruments of record before, on or after July 1, 1992.~~

87 **Drafting note: The last sentence is stricken as unnecessary. Technical changes are**
88 **made.**

89 ~~§ 55-226.2~~ 55.1-xxx. Energy submetering, energy allocation equipment, sewer and water
90 submetering equipment, ratio utility billings systems; local government fees.

91 A. As used in this section:

92 "Building" means all of the individual units served through the same utility-owned meter
93 within a building that is used as a nonresidential tenancy, including a building used as an office
94 building or shopping center as those terms are defined in § 56-245.2.

95 "Campground" means the same as that term is defined in § 35.1-1.

96 "Campsite" means the same as that term is defined in § 35.1-1.

97 "Energy allocation equipment" has the same meaning ascribed to such term in subsection
98 A of § 56-245.2.

99 "Energy submetering equipment" has the same meaning ascribed to "submetering
100 equipment" in subsection A of § 56-245.2.

101 "Local government fees" means any local government charges or fees assessed against a
102 building or campground, including stormwater, recycling, trash collection, elevator testing, or fire
103 or life safety testing.

104 "Ratio utility billing system" means a program that utilizes a mathematical formula for
105 allocating, among the tenants in a building or campground, the actual or anticipated water, sewer,
106 electrical, oil, or natural gas billings billed to the building or campground owner from a third-
107 party provider of the utility service. Permitted allocation methods may include formulas based on

108 square footage, occupancy, number of bedrooms, or some other specific method agreed to by the
109 building or campground owner and the tenant in the rental agreement or lease.

110 "Water and sewer submetering equipment" means equipment used to measure actual water
111 or sewer usage in any nonresidential rental unit, as defined in subsection A of § 56-245.2, when
112 such equipment is not owned or controlled by the utility or other provider of water or sewer service
113 that provides service to the building in which the nonresidential rental unit is located or
114 campground where the campsite is located.

115 B. Energy submetering equipment, energy allocation equipment, water and sewer
116 submetering equipment, or a ratio utility billing system may be used in a ~~commercial or residential~~
117 ~~building, manufactured home park,~~ or campground if clearly stated in the rental agreement or
118 lease for the leased premises ~~or dwelling unit~~. All energy submetering equipment and energy
119 allocation equipment shall meet the requirements and standards established and enforced by the
120 State Corporation Commission pursuant to § 56-245.3.

121 ~~B.~~ C. If energy submetering equipment, water and sewer submetering equipment, or
122 energy allocation equipment is used in any building, ~~manufactured home park,~~ or campground,
123 the owner, manager, or operator of the building, ~~manufactured home park,~~ or campground shall
124 bill the tenant for electricity, oil, natural gas, or water and sewer for the same billing period as the
125 utility serving the building or campground, unless the rental agreement or lease expressly provides
126 otherwise. The owner, manager, or operator of the building, ~~manufactured home park,~~ or
127 campground may charge and collect from the tenant additional service charges, including, ~~but not~~
128 ~~limited to,~~ monthly billing fees, account set-up fees or account move-out fees, to cover the actual
129 costs of administrative expenses and billing charged to the building, ~~manufactured home park,~~ or
130 campground owner, manager, or operator by a third-party provider of such services, provided that
131 such charges are agreed to by the building or campground owner and the tenant in the rental
132 agreement or lease. The building or campground owner may require the tenant to pay a late charge
133 of up to \$5 if the tenant fails to make payment when due, which shall not be less than 15 days
134 following the date of mailing or delivery of the bill sent pursuant to this section.

135 ~~C-D.~~ If a ratio utility billing system is used in any building, ~~manufactured home park,~~ or
136 campground, in lieu of increasing the rent, the owner, manager, or operator of the building,
137 ~~manufactured home park,~~ or campground may employ such a program that utilizes a mathematical
138 formula for allocating, among the tenants in a building, ~~manufactured home park,~~ or campground,
139 the actual or anticipated water, sewer, electrical, oil, or natural gas billings billed to the building
140 or campground owner from a third-party provider of the utility service. The owner, manager, or
141 operator of the building, ~~manufactured home park,~~ or campground may charge and collect from
142 the tenant additional service charges, including ~~but not limited to~~ monthly billing fees, account
143 set-up fees, or account move-out fees, to cover the actual costs of administrative expenses and
144 billings charged to the building, ~~manufactured home park,~~ or campground owner, manager, or
145 operator by a third-party provider of such services, provided that such charges are agreed to by
146 the building, ~~manufactured home park,~~ or campground owner and the tenant in the rental
147 agreement or lease. The building, ~~manufactured home park,~~ or campground owner may require
148 the tenant to pay a late charge of up to \$5 if the tenant fails to make payment when due, which
149 shall not be less than 15 days following the date of mailing or delivery of the bill sent pursuant to
150 this section. ~~The late charge shall be deemed rent (i) as defined in § 55-248.4 if a ratio utility~~
151 ~~billing system is used in a residential multifamily dwelling unit subject to the Virginia Residential~~
152 ~~Landlord and Tenant Act (§ 55-248.2 et seq.) or (ii) as defined in § 55-248.41 if a ratio utility~~
153 ~~billing system is used in manufactured home park subject to the Manufactured Home Lot Rental~~
154 ~~Act (55-248.41 et seq.).~~

155 ~~D-E.~~ Energy allocation equipment shall be tested periodically by the owner, operator or
156 manager of the building, ~~manufactured home park,~~ or campground. Upon the request by a tenant,
157 the owner shall test the energy allocation equipment without charge. The test conducted without
158 charge to the tenant shall not be conducted more frequently than once in a 24-month period for
159 the same tenant. The tenant or his designated representative may be present during the testing of
160 the energy allocation equipment. A written report of the results of the test shall be made to the
161 tenant within 10 working days after the completion of the test.

162 ~~E.~~F. The owner of any building, ~~manufactured home park,~~ or campground shall maintain
163 adequate records regarding energy submetering equipment, water and sewer submetering
164 equipment, energy allocation equipment, or a ratio utility billing system. A tenant may inspect
165 and copy the records for the leased premises during reasonable business hours at a convenient
166 location within the building or campground. The owner of the building or campground may
167 impose and collect a reasonable charge for copying documents, reflecting the actual costs of
168 materials and labor for copying, prior to providing copies of the records to the tenant.

169 ~~F.~~G. Notwithstanding any enforcement action undertaken by the State Corporation
170 Commission pursuant to its authority under § 56-245.3, tenants and owners shall retain any private
171 right of action resulting from any breach of the rental agreement or lease terms required by this
172 section or § 56-245.3, if applicable, to the same extent as such actions may be maintained for
173 breach of other terms of the rental agreement or lease under ~~Chapter 13 (§ 55-217 et seq.) or~~
174 ~~Chapter 13.2 (§ 55-248.2 et seq.) of this title~~ this chapter, if applicable. The use of energy
175 submetering equipment, water and sewer submetering equipment, energy allocation equipment,
176 or a ratio utility billing system is not within the jurisdiction of the Department of Agriculture and
177 Consumer Services under Chapter 56 (§ 3.2-5600 et seq.) of Title 3.2.

178 ~~G.~~H. In lieu of increasing the rent, the owner, manager, or operator of a ~~commercial or~~
179 ~~residential~~ building, ~~manufactured home park,~~ or campground may employ a program that utilizes
180 a mathematical formula for allocating the actual or anticipated local government fees billed to the
181 building, ~~manufactured home park,~~ or campground owner among the tenants in such building,
182 ~~manufactured home park,~~ or campground if clearly stated in the rental agreement or lease for the
183 leased premises ~~or dwelling unit~~. Permitted allocation methods may include formulas based upon
184 square footage, occupancy, number of bedrooms, or some other specific method agreed to by the
185 building, ~~manufactured home park,~~ or campground owner and the tenant in the rental agreement
186 or lease. Such owner, manager, or operator of a ~~commercial or residential~~ building, ~~manufactured~~
187 ~~home park,~~ or campground may also charge and collect from each tenant additional service
188 charges, including monthly billing fees, account set-up fees, or account move-out fees, to cover

189 the actual costs of administrative expenses for administration of such a program. ~~If the building~~
190 ~~is residential and is subject to (i) the Virginia Residential Landlord and Tenant Act (§ 55-248.2 et~~
191 ~~seq.), such local government fees and administrative expenses shall be deemed to be rent as~~
192 ~~defined in § 55-248.4 or (ii) the Manufactured Home Lot Rental Act (55-248.41 et seq.), such~~
193 ~~local government fees and administrative expenses shall be deemed to be rent as defined in § 55-~~
194 ~~248.41.~~

195 ~~H.I.~~ Nothing in this section shall be construed to prohibit an owner, manager, or operator
196 of a ~~commercial or residential building, manufactured home park,~~ or campground from including
197 water, sewer, electrical, natural gas, oil, or other utilities in the amount of rent as specified in the
198 rental agreement or lease.

199 I. ~~As used in this section:~~

200 ~~"Building" means all of the individual units served through the same utility-owned meter~~
201 ~~within a commercial or residential building that is defined in subsection A of § 56-245.2 as an~~
202 ~~apartment building or house, office building or shopping center, or all of the individual dwelling~~
203 ~~units served through the same utility-owned meter within a manufactured home park as defined~~
204 ~~in § 55-248.41.~~

205 ~~"Campground" means the same as that term is defined in § 35.1-1.~~

206 ~~"Campsite" means the same as that term is defined in § 35.1-1.~~

207 ~~"Energy allocation equipment" has the same meaning ascribed to such term in subsection~~
208 ~~A of § 56-245.2.~~

209 ~~"Energy submetering equipment" has the same meaning ascribed to "submetering~~
210 ~~equipment" in subsection A of § 56-245.2.~~

211 ~~"Local government fees" means any local government charges or fees assessed against a~~
212 ~~commercial or residential building or campground, including stormwater, recycling, trash~~
213 ~~collection, elevator testing, fire or life safety testing, or residential rental inspection programs.~~

214 ~~"Ratio utility billing system" means a program that utilizes a mathematical formula for~~
215 ~~allocating, among the tenants in a building or campground, the actual or anticipated water, sewer,~~

216 ~~electrical, oil, or natural gas billings billed to the building or campground owner from a third-~~
217 ~~party provider of the utility service. Permitted allocation methods may include formulas based~~
218 ~~upon square footage, occupancy, number of bedrooms, or some other specific method agreed to~~
219 ~~by the building or campground owner and the tenant in the rental agreement or lease.~~

220 ~~"Water and sewer submetering equipment" means equipment used to measure actual water~~
221 ~~or sewer usage in any dwelling unit or nonresidential rental unit, as defined in subsection A of §~~
222 ~~56-245.2 or campsite, when such equipment is not owned or controlled by the utility or other~~
223 ~~provider of water or sewer service that provides service to the building in which the dwelling unit~~
224 ~~or nonresidential rental unit is located or campground where the campsite is located.~~

225 **Drafting note: Existing references to residential tenancies and manufactured home**
226 **parks are deleted because this section is duplicated, using references to such tenancies, in**
227 **proposed Chapter XX [1]. The definitions are moved from existing subsection I to the**
228 **beginning of the section. The definition for "building" is amended to take into account the**
229 **defined term "nonresidential tenancy." In proposed subsections C and D, "but not limited**
230 **to" is removed following the term "including" on the basis of § 1-218, which states that,**
231 **throughout the Code, "'Includes' means, includes, but not limited to." Technical changes**
232 **are made.**

233 § 55.1-xxx. Transfer of deposits upon purchase.

234 The owner of nonresidential rental property shall transfer any security deposits and any
235 accrued interest on the deposits in his possession to the new owner at the time of the transfer of
236 the rental property.

237 **Drafting note: Existing § 55-507 is duplicated here because it applies to all**
238 **nonresidential tenancies, and identical language is added to Chapter XX [1] and Chapter**
239 **XX [2] as it also applies to residential tenancies and manufactured home rentals.**

240 Article 2.

241 Assignments.

242 **Drafting note: Proposed Article 2 consolidates provisions from existing Chapter 13**
243 **relating to assignments of nonresidential tenancies.**

244 § ~~55-217.1~~ 55.1-xxx. Grantees and assignees to have same rights against lessees as lessors,
245 etc.

246 A grantee or assignee of any land ~~let to lease~~ leased, or of the reversion thereof, and his
247 heirs, personal representative, or assigns, shall enjoy against the lessee, and his heirs, personal
248 representative, or assigns, the like advantage, by action or entry for any forfeiture or by action
249 upon any covenant or promise in the lease that the grantor, assignor, or lessor, or his heirs, might
250 have enjoyed.

251 **Drafting note: Technical changes.**

252 § ~~55-218~~ 55.1-xxx. Lessees, ~~etc.~~, to have same rights against grantees, ~~etc.~~, as against
253 lessors.

254 A lessee, his personal representative, or his assigns may have against a grantee or alienee
255 of the reversion, or of any part ~~thereof~~ of such reversion, his heirs, or his assigns, the like benefit
256 of any condition, covenant, or promise in the lease as he could have had against the ~~lessors~~
257 ~~themselves~~ lessor himself and ~~their~~ his heirs and assigns, except the benefit of any warranty, in
258 deed or law.

259 **Drafting note: Technical changes.**

260 § ~~55-220~~ 55.1-xxx. What powers to pass to grantee or devisee; when attornment
261 unnecessary.

262 In conveyances or devises of rents in fee, with powers of distress and reentry, or either of
263 them, such powers shall pass to the grantee or devisee without express words. A grant or devise
264 of a rent, or of a reversion or remainder, ~~shall be~~ is good and effectual without attornment of the
265 tenant; but no tenant who, before notice of the grant, ~~shall have~~ paid the rent to the grantor shall
266 suffer any damage ~~thereby~~ as a result of such payment.

267 **Drafting note: Technical changes.**

268 § ~~55-221~~ 55.1-xxx. When attornment void.

296 The written notice required by this section to terminate a tenancy shall not be contained
297 in the rental agreement or lease, but shall be a separate writing.

298 **Drafting note: In subsection B, "but not be limited to" is removed following the term**
299 **"include" on the basis of § 1-218, which states, "'Includes' means includes, but not limited**
300 **to." Technical changes are made.**

301 ~~§ 55-226~~ 55.1-xxx. Nonresidential buildings destroyed or lessee deprived of possession;
302 covenant to pay rent or repair; reduction of rent.

303 No covenant or promise by a lessee of nonresidential property to pay the rent, or that he
304 will keep or leave the premises in good repair, shall have the effect, if the buildings ~~thereon~~ be on
305 the premises are destroyed by fire or otherwise, in whole or in part, without fault or negligence
306 on his part, or if he ~~be~~ is deprived of the possession of the premises by the public enemy, of
307 binding him to make such payment or repair or erect such buildings again, unless there ~~be~~ are
308 other words showing it to be the intent of the parties that he should be so bound. But in case of
309 such destruction there shall be a reasonable reduction of the rent for such time as may elapse until
310 there ~~be~~ are again upon the premises buildings of as much value to the tenant for his purposes as
311 what may have been so destroyed; and, in case of such deprivation of possession, a like reduction
312 until possession of the premises ~~be~~ is restored to him.

313 **Drafting note: Technical changes.**

314 ~~§ 55-226.1~~ 55.1-xxx. Security systems for ~~commercial~~ nonresidential rental property.

315 No landlord of a premises ~~demised~~ used for ~~commercial or business~~ nonresidential
316 purposes shall unreasonably withhold or delay consent for the tenant to install ~~anticrime warning~~
317 ~~devices or security systems within the demised~~ such premises.

318 **Drafting note: The term "anticrime warning devices" is deleted as redundant to**
319 **"security systems." Technical changes are made.**

320 Article 4.

321 Landlord Remedies.

322 **Drafting note: Proposed Article 4 consolidates provisions from existing Chapter 13**
323 **relating to landlord remedies in nonresidential tenancies.**

324 ~~§ 55-223~~ 55.1-xxx. Effect of failure of tenant in nonresidential ~~premises~~ rental property to
325 vacate premises at expiration of term.

326 A tenant from ~~year-to-year~~ year-to-year, ~~month-to-month~~ month-to-month, or other definite
327 term in a nonresidential ~~premises~~ rental property shall not, by his mere failure to vacate the
328 premises upon the expiration of the lease, be held as tenant for another term when such failure is
329 not due to his willfulness, negligence, or other avoidable cause, but such tenant shall be liable to
330 the lessor for use and occupation of the premises and also for any loss or damage sustained by the
331 lessor because of such failure to surrender possession at the time stipulated.

332 **Drafting note: Technical changes.**

333 ~~§ 55-224~~ 55.1-xxx. ~~When tenant deserts~~ Abandonment of nonresidential ~~premises, how~~
334 ~~landlord may enter, etc~~ rental property.

335 If any tenant from whom rent is ~~in arrear~~ owing and unpaid ~~shall desert~~ abandons a
336 nonresidential ~~premises~~ rental property and ~~leave the same uncultivated or~~ leaves such premises
337 unoccupied, without goods thereon and if the tenant's personal property that is subject to distress
338 is not sufficient to satisfy the rent owed, the lessor or his agent may post a written notice, in
339 writing, upon on a conspicuous part of the premises requiring the tenant to pay the rent, ~~in the~~
340 ~~ease of a monthly tenant~~ within 10 days from the date of such notice, in the case of a monthly
341 tenant, and in the case of a yearly tenant or within one month from the date of such notice, in the
342 case of a yearly tenant. If the ~~same~~ be owed rent is not paid within the time specified in the notice,
343 the lessor shall be entitled to possession of the premises and may enter ~~thereon~~ the premises, and
344 the right of such tenant ~~thereto~~ to possess the premises shall ~~thenceforth be at an end~~ terminate,
345 but the landlord may recover the rent up to ~~that time~~ such termination.

346 **Drafting note: Language is updated for modern usage. Technical changes are made.**

347 ~~§ 55-225~~ 55.1-xxx. Failure to pay certain rents after five days' notice forfeits right of
348 possession.

349 If any tenant or lessee of ~~commercial or other nonresidential premises,~~ rental property
350 being who is in default in the payment of rent, ~~shall so continue for~~ continues to be in default five
351 days after receipt of written notice, ~~in writing, requiring that requires~~ possession of the premises
352 or the payment of rent, such tenant or lessee ~~shall thereby forfeit~~ forfeits his right to ~~the~~ possession
353 of the premises. In such case, the possession of the defendant may, at the option of the landlord
354 or lessor, be deemed unlawful, and he may proceed to recover possession of the premises.

355 The right to evict a tenant whose right of possession has been terminated in any
356 ~~commercial or other nonresidential tenancy under this chapter may be effectuated by self-help~~
357 eviction without further legal process so long as such eviction does not incite a breach of the
358 peace. However, nothing ~~herein~~ in this section shall be construed to preclude termination of any
359 ~~commercial or other nonresidential tenancy by the filing of an unlawful detainer action as~~
360 provided by Article 13 (§ 8.01-124 et seq.) of Chapter 3 of Title 8.01, entry of an order of
361 possession, and eviction pursuant to § ~~55-237.1~~ 55.1-xxx. ~~Notices for failure to pay rent for~~
362 ~~residential dwelling units under this chapter shall be in accordance with § 55-225.43.~~

363 **Drafting note: The last sentence is deleted because it only pertains to residential**
364 **tenancies. Language is updated for modern usage. Technical changes are made.**

365 § ~~55-237.1~~ 55.1-xxx. Authority of sheriffs to store and sell personal property removed
366 from nonresidential premises; recovery of possession by owner; disposition or sale.

367 Notwithstanding the provisions of § 8.01-156, when personal property is removed from
368 ~~any leased or rented commercial or nonresidential premises~~ rental property pursuant to an action
369 of unlawful detainer or ejectment, or pursuant to any other action in which personal property is
370 removed from the premises in order to restore such premises to the person entitled ~~thereto~~ to such
371 premises, the sheriff shall oversee the removal of such personal property to be placed into the
372 public way. The tenant shall have the right to remove his personal property from the public way
373 during the 24-hour period after eviction. Upon the expiration of the 24-hour period after eviction,
374 the landlord shall remove, or dispose of, any such personal property remaining in the public way.

375 At the landlord's request, any personal property removed pursuant to this section shall be
376 placed into a storage area designated by the landlord, which may be the leased or rented premises.
377 The tenant shall have the right to remove his personal property from the landlord's designated
378 storage area at reasonable times during the 24 hours after eviction from the premises or at such
379 other reasonable times until the landlord has disposed of the property as provided ~~herein~~ in this
380 section. During that 24-hour period and until the landlord disposes of the remaining personal
381 property of the tenant, the landlord and the sheriff shall not have any liability for the loss of such
382 personal property. If the landlord fails to allow reasonable access to the tenant to remove his
383 personal property as provided ~~herein~~ in this section, the tenant shall have a right to injunctive
384 relief and such other relief as may be provided by law.

385 Any property remaining in the landlord's storage area upon the expiration of the 24-hour
386 period after eviction may be disposed of by the landlord as the landlord sees fit or appropriate. If
387 the landlord receives any funds from any sale of such remaining property, the landlord shall pay
388 such funds to the account of the tenant and apply same to any amounts due the landlord by the
389 tenant, including the reasonable costs incurred by the landlord in the eviction process described
390 in this section or the reasonable costs incurred by the landlord in selling or storing such property.
391 If any funds are remaining after application, the remaining funds shall be treated as security
392 deposit under applicable law.

393 The notice posted by the sheriff setting the date and time of the eviction, pursuant to §
394 8.01-470, shall provide notice to the tenant of the rights afforded to tenants in this section and
395 shall include in the notice a copy of this statute attached to, or made a part of, this notice.

396 Nothing ~~herein~~ in this section shall affect the right of a landlord to enforce an inchoate or
397 perfected lien of the landlord on the personal property of a tenant in a nonresidential premises
398 leased to such tenant or the right of a landlord to distress, levy, and seize such personal property
399 as otherwise provided by law.

400 **Drafting note: Technical changes.**

401 ~~§ 55-246.1~~ 55.1-xxx. Who may recover rent or possession.

402 Notwithstanding any rule of court to the contrary, (i) any person licensed under the
403 provisions of § 54.1-2106.1, (ii) any property manager, or a managing agent of a landlord as
404 defined in ~~§ 55-248.4~~ 55.1-xxx, or (iii) any employee, who is authorized in writing by a corporate
405 officer with the approval of the board of directors, or by a manager, a general partner, or a trustee,
406 of a partnership, association, corporation, limited liability company, limited partnership,
407 professional corporation, professional limited liability company, registered limited liability
408 partnership, registered limited liability limited partnership, business trust, or family trust to sign
409 pleadings as the agent of the business entity, may obtain a judgment (a) for possession in the
410 general district court for the county or city ~~wherein~~ in which the premises, or part thereof, is
411 situated or (b) for rent or damages, including actual damages for breach of the rental agreement,
412 or for final rent and damages under § 8.01-128, in any general district court where venue is proper
413 under § 8.01-259, against any defendant if the person seeking such judgment had a contractual
414 agreement with the landlord to manage the premises for which rent or possession is due and may
415 prepare, execute, file, and have served on other parties in any general district court a warrant in
416 debt, suggestion for summons in garnishment, garnishment summons, writ of possession, or writ
417 of fieri facias arising out of a ~~landlord-tenant~~ landlord-tenant relationship. However, the activities
418 of any such person in court shall be limited by the provisions of § 16.1-88.03. However, nothing
419 shall be construed as preventing a nonlawyer from requesting relief from the court as provided by
420 law or statute when such nonlawyer is before the court on one of the actions specified herein.

421 **Drafting note: Technical changes.**

422 Article 5.

423 Miscellaneous Provisions.

424 **Drafting note: Proposed Article 5 contains miscellaneous provisions from existing**
425 **Chapter 13 relating to nonresidential tenancies.**

426 ~~§ 55-238~~ 55.1-xxx. Remedy when rent is to be paid in other thing than money.

427 When goods are distrained or attached for rent reserved in a share of the crop, or in
428 anything other than money, the claimant of the rent ~~having given~~ shall give the tenant ~~ten~~ 10 days'

429 notice, ~~or, if he be out of the county, having set up the notice in some conspicuous place on the~~
430 ~~premises, and the claimant may then~~ apply to the court to which the attachment is returnable, or
431 the circuit court of the county or ~~the corporation court of the corporation~~ city in which the distress
432 is made, to ascertain the value in money of the rent reserved; and to order a sale of the goods
433 distrained or attached. The tenant may make the same defenses that he could to a motion on a
434 forfeited forthcoming bond given for rent and may also contest the value of what was reserved
435 for the rent. The court shall ascertain, either by its own judgment; or, if either party ~~require~~
436 requires it, by the verdict of a jury impaneled without the formality of pleading, the extent of the
437 liability of the tenant for rent; and the value in money of such rent; and if the tenant has been
438 served with notice shall enter judgment against him for the amount so ascertained. It shall also
439 order the goods distrained or attached, or so much thereof as may be necessary, to be sold to pay
440 the amount so ascertained. The officer charged with the execution of such warrant or attachment
441 shall ~~make return thereof~~ such warrant or attachment to the clerk's office of the court, showing
442 how he has executed the ~~same~~ such warrant or attachment. If the goods so directed to be sold
443 prove insufficient to pay the amount of the rent so ascertained, an execution may be issued on the
444 judgment as in case of other judgments, which may be levied on such property as would be
445 leviabale under an execution issued on a judgment in an action brought to recover the rent.

446 **Drafting note: The provision for providing notice for a tenant who is out of the**
447 **county is deleted as obsolete. The reference to "corporation court" is replaced with circuit**
448 **court of a city because corporation courts no longer exist. Technical changes are made.**

449 ~~§-55-239~~ 55.1-xxx. Proceedings to establish right of reentry, ~~and;~~ judgment ~~therefor~~.

450 Any person who ~~shall have~~ has a right of reentry into lands by reason of any rent issuing
451 thereout being in arrear, or by reason of the breach of any covenant or condition, may serve a
452 declaration in ejectment on the tenant in possession, ~~when there shall be such tenant~~ if any, or, if
453 the possession ~~be is~~ is vacant, by ~~affixing~~ posting the declaration upon the ~~chief front~~ front door of ~~any~~
454 ~~messaage~~ the building, or at any other notorious place on the premises, and such service shall be
455 in lieu of a demand and reentry; ~~and upon~~. Upon proof to the court, by affidavit in case of

456 judgment by default or upon proof on the trial, that the rent claimed was due and no sufficient
457 distress was upon the premises, or that the covenant or condition was broken before the service
458 of the declaration and that the plaintiff had power ~~thereupon~~ to reenter, he shall recover judgment
459 and have execution for such lands.

460 **Drafting note: Language is updated for modern usage. Technical changes are made.**

461 ~~§ 55-240~~ 55.1-xxx. When defendant barred of relief.

462 Should the defendant to a proceeding filed pursuant to § 55.1-xxx [§ 55-239], or other
463 person ~~for him on his behalf~~, not pay the rent in arrear, with interest and costs, nor file a ~~bill in~~
464 equity complaint for relief against such forfeiture, within ~~twelve calendar~~ 12 months after
465 execution executed, he shall be barred of all right, ~~in law or equity~~, to be restored to such lands or
466 tenements.

467 **Drafting note: A cross-reference to a preceding section is added for clarity. Language**
468 **used in the old equitable pleading practice, including "bill in equity," is replaced with**
469 **modern terminology. A technical change is made.**

470 ~~§ 55-241~~ 55.1-xxx. How trustee or mortgagee relieved from the forfeiture.

471 Any mortgagee or trustee of ~~such lands not in possession thereof~~ subject to a proceeding
472 filed pursuant to § 55.1-xxx [§ 55-239] may, within ~~twelve calendar~~ 12 months after execution
473 executed, pay the rent and all arrears, with interest and costs, or file ~~in equity~~, a complaint for
474 relief against such forfeiture; and thereupon may be relieved against it, on the same terms and
475 conditions as the owner of such lands or tenements would be entitled to.

476 **Drafting note: A cross-reference to a preceding section is added for clarity. Language**
477 **used in the old equitable pleading practice is replaced with modern terminology. A technical**
478 **change is made.**

479 ~~§ 55-242~~ 55.1-xxx. How owner, etc., relieved in equity court.

480 If the owner of ~~such lands~~ subject to a proceeding filed pursuant to § 55-xxx [§ 55-239],
481 or any person having right or claim ~~thereto~~, shall to such land, files within the appropriate time
482 ~~aforsaid, file his bill~~ complaint for relief ~~in any court of equity~~, he shall not have or continue any

483 injunction against the proceedings at law on the ejectment, unless ~~he shall~~, within ~~thirty~~ 30 days
484 ~~next after~~ following a full and perfect answer filed by the plaintiff in ejectment, ~~bring~~ he brings
485 into court, or ~~deposit~~ deposits in ~~some~~ a bank within the Commonwealth to the credit of the cause,
486 such money as the plaintiff in ejectment ~~shall~~, in his answers, ~~swear~~ swears to be due and in arrear,
487 over and above all just allowances and also the costs taxed in the ~~suit~~ action, there to remain till
488 the hearing of the cause, or to be paid out to the plaintiff on good security, subject to the ~~decree~~
489 order of the court. ~~And in case~~ If the ~~bill shall be~~ complaint is filed within the appropriate time
490 ~~aforsaid~~, and after execution executed, the plaintiff shall be accountable for no more than he
491 shall, really and bona fide, without fraud, deceit, or willful neglect, ~~make~~ makes of the premises
492 from the time of his entering into the actual possession ~~thereof~~ of the premises, and if it ~~should be~~
493 is less than the rent payable, then the possession shall not be restored until the plaintiff ~~be~~ is paid
494 the ~~sum which the money so made shall fall short~~ balance of the rent for the time he so held the
495 lands.

496 **Drafting note: Language used in the old equitable pleading practice, including "bill,"**
497 **"decree," and "suit," is replaced with modern terminology. Language is updated for**
498 **modern usage and clarity. Technical changes are made.**

499 § ~~55-243~~ 55.1-xxx. How judgment of forfeiture prevented.

500 ~~A-~~ If any party having right or claim to ~~such~~ lands subject to a proceeding filed pursuant
501 to § 55-xxx [§55.1-239] ~~shall~~, at any time before the trial in such ejectment, ~~pay or tender~~ pays to
502 the party entitled to such rent, or to his attorney ~~in the cause~~, or ~~pay~~ pays into court, all the rent
503 and arrears owed, along with any reasonable attorney fees and late charges contracted for in a
504 written rental agreement, interest, and costs, all further proceedings in the ejectment shall cease.
505 If the person claiming the land ~~shall, upon bill filed as aforesaid, be~~ is relieved ~~in equity~~, he ~~shall~~
506 is entitled to hold the land in the same manner as before he was prior to the commencement of the
507 proceedings began, without a new lease or conveyance. If the parties dispute the amount of rent
508 and other charges owed, the court shall take evidence on the issue and make orders for the tender,
509 payment, or refund of any appropriate amounts.

510 ~~B. In cases of unlawful detainer for the nonpayment of rent of a tenant from a rental~~
511 ~~dwelling unit, the tenant may present to the court a redemption tender for payment of all rent due~~
512 ~~and owing as of the return date, including late charges, attorney fees, and court costs, at or before~~
513 ~~the first return date on an action for unlawful detainer. For purposes of this section, "redemption~~
514 ~~tender" means a written commitment to pay all rent due and owing as of the return date, including~~
515 ~~late charges, attorney fees, and court costs, by a local government or nonprofit entity within 10~~
516 ~~days of said return date.~~

517 ~~C. If the tenant presents a redemption tender to the court at the return date, the court shall~~
518 ~~continue the action for unlawful detainer for 10 days following the return date for payment to the~~
519 ~~landlord of all rent due and owing as of the return date, including late charges, attorney fees, and~~
520 ~~court costs and dismissal of the action upon such payment. Should the landlord not receive full~~
521 ~~payment of all rent due and owing as of the return date, including late charges, attorney fees, and~~
522 ~~court costs, within 10 days of the return date, the court shall, without further evidence, grant to~~
523 ~~the landlord judgment for all amounts due and immediate possession of the premises.~~

524 ~~D. In cases of unlawful detainer, a tenant may pay the landlord or his attorney or pay into~~
525 ~~court all (i) rent due and owing as of the court date as contracted for in the rental agreement, (ii)~~
526 ~~other charges and fees as contracted for in the rental agreement, (iii) late charges contracted for~~
527 ~~in the rental agreement, (iv) reasonable attorney fees as contracted for in the rental agreement or~~
528 ~~as provided by law, and (v) costs of the proceeding as provided by law, at which time the unlawful~~
529 ~~detainer proceeding shall be dismissed. A tenant may invoke the rights granted in this section no~~
530 ~~more than one time during any 12-month period of continuous residency in the dwelling unit,~~
531 ~~regardless of the term of the rental agreement or any renewal term thereof.~~

532 **Drafting note: Existing subsections B, C, and D are stricken because they pertain to**
533 **residential tenancies, and are identical in substance to subsections B, C, and D of § 55.1-xxx**
534 **[§ 55-248.24:1]. Language is updated for modern usage. Technical changes are made.**

535 ~~§ 55-244~~ 55.1-xxx. When suit for reentry brought.

536 ~~In case the time for reentering be specified in the instrument creating the rent, covenant or~~
537 ~~condition, the proceedings in Proceedings for ejectment shall not be begun until such time shall~~
538 ~~have elapsed initiated until the time for reentry of the premises specified in the rental agreement~~
539 ~~has lapsed.~~

540 **Drafting note: Language is updated for modern usage.**

541 ~~§ ~~55-245~~ 55.1-xxx. Written act of reentry to be returned and recorded, and certificate~~
542 ~~thereof of reentry~~ published.

543 When actual reentry is made, the party by or for whom the ~~same~~ reentry is made shall
544 return a written act of reentry, sworn to by the sheriff or ~~other~~ another authorized officer ~~acting~~
545 ~~therein~~, to the clerk of the circuit court of the county or ~~corporation court of the city wherein in~~
546 which the lands or tenements are, ~~who~~ located. The clerk shall record the ~~same~~ written act of
547 reentry in the deed book, and shall deliver to the party making the reentry a certificate setting
548 forth the substance of such written act, ~~and that the same had been left in his office to be recorded.~~
549 Such certificate shall be published at least once a week for two months successively, ~~in some a~~
550 newspaper published in or nearest to such county or ~~corporation~~ city. Such publication shall be
551 proved by affidavit to the satisfaction of the clerk, who shall record such affidavit in the deed
552 book. Such affidavit shall reference the book and page where the original written act of reentry
553 was recorded. The clerk shall return the original act of reentry to the party entitled ~~thereto~~ to it.
554 The written act of reentry, when recorded, and the record ~~thereof~~ of such written act, or a duly
555 certified copy from such record, shall be evidence, in all cases, of the facts contained therein ~~set~~
556 ~~forth~~.

557 **Drafting note: The reference to "corporation court" is replaced with circuit court of**
558 **a city because corporation courts no longer exist. Language is updated for modern usage.**
559 **Technical amendments are made.**

560 ~~§ ~~55-246~~ 55.1-xxx. Fee of clerk.~~

561 The clerk shall be paid for recording, granting certificate, and noting publication, as
562 ~~aforsaid~~ required by § 55.1-xxx [§ 55-245], the ~~same~~ fee as prescribed in subdivision A 2 of §

563 17.1-275, and shall collect and account for the same tax upon every such act of reentry offered
564 for record as ~~shall then be~~ is levied by law upon deeds of conveyance.

565 **Drafting note: Technical changes.**

566 ~~§ 55-247~~ 55.1-xxx. How person entitled, ~~etc.,~~ to lands may be restored to his possession.

567 ~~Should~~ If the person entitled to ~~such~~ lands subject to a proceeding filed pursuant to § 55-
568 xxx [§55.1-239] at the time of reentry made, or having claim ~~thereto~~ to such lands, does not pay
569 ~~or tender~~ the rent and all arrears ~~thereof~~ owed, with interest and all reasonable expenses incurred
570 about such reentry, within one year from the first day of publication ~~as aforesaid~~ pursuant to §
571 55.1-xxx [§ 55-245], he shall be forever barred from all right ~~in law or equity~~ to the lands. ~~In case~~
572 If any party ~~having right shall pay or tender~~ who has the right of possession pays the rent and
573 arrears owed, with interest and expenses ~~as aforesaid~~ pursuant to this section, to the party making
574 reentry, within the required time ~~aforementioned therefor~~, he shall be reinstated in his possession
575 to hold as if the reentry had not been made.

576 **Drafting note: Language used in the old equitable pleading practice is deleted.**

577 **Language is updated for modern usage and clarity.**

578 ~~§ 55-248~~ 55.1-xxx. Limitation of ~~suit, etc.,~~ action against person in possession by reentry.

579 No person who, or who with his predecessor in title under whom he claims, ~~shall have~~
580 ~~been~~ has possessed ~~of~~ lands by virtue of a reentry for the term of two years shall be disturbed
581 therein by ~~suit~~ action or otherwise for any defect of proceedings in such entry.

582 **Drafting note: Language used in the old equitable pleading practice, including**
583 **"suit," is replaced with modern terminology. Language is updated for modern usage.**

584 **Note: Existing §§ 55-227 through 55-237, related to Warrants in Distress, are**
585 **relocated to proposed Article 13.1 in Chapter 3 of Title 8.01. This relocation and proposed**
586 **changes were approved by the Code Commission in 2016.**

587 **Provisions to be deleted because they are identical in substance to sections contained**
588 **in proposed Chapter XX [1] (VRLTA):**

589 ~~§ 55-221.1. Community land trusts not considered landlords.~~

590 For the purposes of this chapter, the term "landlord" shall not include a community land
591 trust. "Community land trust" means a community housing development organization whose (i)
592 corporate membership is open to any adult resident or organization of a particular geographic area
593 specified in the bylaws of the organization and (ii) board of directors includes a majority of
594 members who are elected by the corporate membership and are composed of lessees, corporate
595 members who are not lessees, and any other category of persons specified in the bylaws of the
596 organization and that:

597 1. Is not sponsored by a for-profit organization;

598 2. Acquires parcels of land, held in perpetuity, primarily for conveyance under long-term
599 ground leases;

600 3. Transfers ownership of any structural improvements located on such leased parcels to
601 the lessee; and

602 4. Retains a preemptive option to purchase any such structural improvement at a price
603 determined by formula that is designed to ensure that the improvement remains affordable to low-
604 and moderate-income families in perpetuity.

605 **Drafting note: Existing § 55-221.1 is proposed for deletion because the definition of**
606 **"community land trust" has been relocated to proposed § 55.1-xxx [§ 55-248.4], which**
607 **contains definitions for the VRLTA.**

608 ~~§ 55-222.1. Repealed.~~

609 **Drafting note: Repealed by Acts 1974, c. 680.**

610 ~~§ 55-225.01. Sections applicable only to certain residential tenancies.~~

611 ~~A. Residential tenancies. The Virginia Residential Landlord and Tenant Act (§ 55-248.2~~
612 ~~et seq.) shall apply to occupancy in any single-family residential dwelling unit and any~~
613 ~~multifamily dwelling unit located in Virginia unless exempted pursuant to the provisions of this~~
614 ~~section. Occupancy in a public housing unit or other housing unit that is a residential dwelling~~
615 ~~unit is subject to this chapter, however, if the provisions of this chapter are inconsistent with the~~
616 ~~regulations of the Department of Housing and Urban Development, such regulations shall control.~~

617 B. Exempt residential dwelling units.

618 1. Where the landlord is a natural person, an estate, or a legal entity that owns no more
619 than two single family residential dwelling units in its own name subject to a rental agreement,
620 such landlord may opt out of the Virginia Residential Landlord and Tenant Act (§ 55-248.2 et
621 seq.) by so stating in a rental agreement with a tenant. Such residential dwelling units shall be
622 exempt from the Virginia Residential Landlord and Tenant Act (§ 55-248.2 et seq.), and the
623 provisions of §§ 55-225.01 through 55-225.48 shall be applicable.

624 2. Where occupancy is under a contract of sale of a dwelling unit or the property of which
625 it is a part, if the occupant is the purchaser or a person who succeeds to his interest.

626 C. Tenancies and occupancies that are not residential tenancies. The following
627 occupancies are not residential tenancies under this chapter:

628 1. Residence at a public or private institution, if incidental to detention or the provision of
629 medical, geriatric, educational, counseling, religious, or similar services;

630 2. Occupancy by a member of a fraternal or social organization in the portion of a structure
631 operated for the benefit of the organization;

632 3. Occupancy by an owner of a condominium unit or a holder of a proprietary lease in a
633 cooperative;

634 4. Occupancy in a campground as defined in § 35.1-1;

635 5. Occupancy by a tenant who is not required to pay rent pursuant to a rental agreement;

636 or

637 6. Occupancy by an employee of a landlord whose right to occupancy in a multifamily
638 dwelling unit is conditioned upon employment in and about the premises or a former employee
639 whose occupancy continues less than 60 days.

640 D. Occupancy in hotel, motel, and extended stay facility.

641 1. A guest who is an occupant of a hotel, motel, extended stay facility, vacation residential
642 facility, including those governed by the Virginia Real Estate Time Share Act (§ 55-360 et seq.),
643 boardinghouse, or similar transient lodging shall not be construed to be a tenant living in a

644 dwelling unit if such person does not reside in such lodging as his primary residence. Such guest
645 shall be exempt from this chapter, and the innkeeper or property owner, or his agent, shall have
646 the right to use self-help eviction under Virginia law, without the necessity of the filing of an
647 unlawful detainer action in a court of competent jurisdiction and the execution of a writ of
648 possession issued pursuant to such action, which would otherwise be required under this chapter.

649 2. A hotel, motel, extended stay facility, vacation residential facility, boardinghouse, or
650 similar transient lodging shall be exempt from the provisions of this chapter if overnight sleeping
651 accommodations are furnished to a person for consideration if such person does not reside in such
652 lodging as his primary residence.

653 3. If a person resides in a hotel, motel, extended stay facility, vacation residential facility,
654 including those governed by the Virginia Real Estate Time Share Act (§ 55-360 et seq.),
655 boardinghouse, or similar transient lodging as his primary residence for fewer than 90 consecutive
656 days, such lodging shall not be subject to the provisions of this chapter. However, the owner of
657 such lodging establishment shall give a five-day written notice of nonpayment to a person residing
658 in such lodging and, upon the expiration of the five-day period specified in the notice, may
659 exercise self-help eviction if payment in full has not been received.

660 4. If a person resides in a hotel, motel, extended stay facility, vacation residential facility,
661 including those governed by the Virginia Real Estate Time Share Act (§ 55-360 et seq.),
662 boardinghouse, or similar transient lodging as his primary residence for more than 90 consecutive
663 days or is subject to a written lease for more than 90 days, such lodging shall be subject to the
664 provisions of this chapter.

665 5. Nothing herein shall be construed to preclude the owner of a lodging establishment that
666 uses self-help eviction pursuant to this section from pursuing any civil or criminal remedies under
667 the laws of the Commonwealth.

668 **Drafting note: Existing § 55-225.01 is proposed for deletion because it is identical in**
669 **substance to proposed § 55.1-xxx [§ 55-248.3:1], which is located in Chapter XX [1]**
670 **(VRLTA).**

671 ~~§ 55-225.02. Definitions for residential dwelling units subject to this chapter.~~

672 ~~As used in §§ 55-225.01 through 55-225.48, unless the context requires a different~~
673 ~~meaning:~~

674 ~~"Action" means any recoupment, counterclaim, setoff, or other civil suit and any other~~
675 ~~proceeding in which rights are determined, including actions for possession, rent, unlawful~~
676 ~~detainer, unlawful entry, and distress for rent.~~

677 ~~"Application deposit" means any refundable deposit of money, however denominated,~~
678 ~~including all money intended to be used as a security deposit under a rental agreement, or~~
679 ~~property, that is paid by a tenant to a landlord for the purpose of being considered as a tenant for~~
680 ~~a dwelling unit.~~

681 ~~"Application fee" means any nonrefundable fee that is paid by a tenant to a landlord or~~
682 ~~managing agent for the purpose of being considered as a tenant for a dwelling unit.~~

683 ~~"Assignment" means the transfer by any tenant of all interests created by a rental~~
684 ~~agreement.~~

685 ~~"Authorized occupant" means a person entitled to occupy a dwelling unit with the consent~~
686 ~~of the landlord, but who has not signed the rental agreement and therefore does not have the~~
687 ~~financial obligations as a tenant under the rental agreement.~~

688 ~~"Building or housing code" means any law, ordinance, or governmental regulation~~
689 ~~concerning fitness for habitation or the construction, maintenance, operation, occupancy, use, or~~
690 ~~appearance of any structure or that part of a structure that is used as a home, residence, or sleeping~~
691 ~~place, by one person who maintains a household or by two or more persons who maintain a~~
692 ~~common household.~~

693 ~~"Commencement date of rental agreement" means the date on which the tenant is entitled~~
694 ~~to occupy the dwelling unit as a tenant.~~

695 ~~"Community land trust" means a community housing development organization whose (i)~~
696 ~~corporate membership is open to any adult resident or organization of a particular geographic area~~
697 ~~specified in the bylaws of the organization and (ii) board of directors includes a majority of~~

698 ~~members who are elected by the corporate membership and are composed of tenants, corporate~~
699 ~~members who are not tenants, and any other category of persons specified in the bylaws of the~~
700 ~~organization and that:~~

701 ~~1. Is not sponsored by a for-profit organization;~~

702 ~~2. Acquires parcels of land, held in perpetuity, primarily for conveyance under long-term~~
703 ~~ground leases;~~

704 ~~3. Transfers ownership of any structural improvements located on such leased parcels to~~
705 ~~the tenant; and~~

706 ~~4. Retains a preemptive option to purchase any such structural improvement at a price~~
707 ~~determined by formula that is designed to ensure that the improvement remains affordable to low-~~
708 ~~income and moderate-income families in perpetuity.~~

709 ~~"Dwelling unit" means a structure or part of a structure that is used as a home or residence~~
710 ~~by one or more persons who maintain a household, including a manufactured home as defined in~~
711 ~~§ 55-248.41.~~

712 ~~"Effective date of rental agreement" means the date on which the rental agreement is~~
713 ~~signed by the landlord and the tenant obligating each party to the terms and conditions of the~~
714 ~~rental agreement.~~

715 ~~"Facility" means something that is built, constructed, installed, or established to perform~~
716 ~~some particular function.~~

717 ~~"Good faith" means honesty in fact in the conduct of the transaction concerned.~~

718 ~~"Guest or invitee" means a person, other than the tenant or an authorized occupant, who~~
719 ~~has the permission of the tenant to visit but not to occupy the premises.~~

720 ~~"Interior of the dwelling unit" means the inside of the dwelling unit, consisting of interior~~
721 ~~walls, floor, and ceiling that enclose the dwelling unit as conditioned space from the outside air.~~

722 ~~"Landlord" means the owner, lessor, or sublessor of the dwelling unit or the building of~~
723 ~~which such dwelling unit is a part. "Landlord" shall include a managing agent of the premises~~

724 ~~who fails to disclose the name of such owner, lessor, or sublessor. Such managing agent shall be~~
725 ~~subject to the provisions of § 16.1-88.03. "Landlord" shall not include a community land trust.~~

726 ~~"Managing agent" means a person authorized by the landlord to act on behalf of the~~
727 ~~landlord under an agreement.~~

728 ~~"Mold remediation in accordance with professional standards" means mold remediation~~
729 ~~of that portion of the dwelling unit or premises affected by mold, or any personal property of the~~
730 ~~tenant affected by mold, performed consistent with guidance documents published by the U.S.~~
731 ~~Environmental Protection Agency, the U.S. Department of Housing and Urban Development, or~~
732 ~~the American Conference of Governmental Industrial Hygienists (the Bioaerosols: Assessment~~
733 ~~and Control); Standard and Reference Guides of the Institute of Inspection, Cleaning, and~~
734 ~~Restoration Certification (IICRC) for Professional Water Damage Restoration and Professional~~
735 ~~Mold Remediation; or any protocol for mold remediation prepared by an industrial hygienist~~
736 ~~consistent with such guidance documents.~~

737 ~~"Multifamily dwelling unit" means more than one single family dwelling unit located in~~
738 ~~a building. However, nothing shall be construed to apply to any nonresidential space in such~~
739 ~~building.~~

740 ~~"Natural person" means an individual person. Whenever reference is made to an owner as~~
741 ~~a natural person, such reference shall include co-owners who are natural persons, either as tenants~~
742 ~~in common, joint tenants, tenants in partnership, tenants by the entirety, trustees or beneficiaries~~
743 ~~of a trust, general partnerships, limited liability partnerships, registered limited liability~~
744 ~~partnerships or limited liability companies, or any other lawful combination of natural persons~~
745 ~~permitted by law.~~

746 ~~"Notice" means notice given in writing by either regular mail or hand delivery, with the~~
747 ~~sender retaining sufficient proof of having given such notice in the form of a certificate of service~~
748 ~~confirming such mailing prepared by the sender and otherwise in accordance with § 55-225.20.~~

749 ~~"Organization" means a corporation, government, governmental subdivision or agency,~~
750 ~~business trust, estate, trust, partnership, or association; two or more persons having a joint or~~
751 ~~common interest; any combination thereof; and any other legal or commercial entity.~~

752 ~~"Owner" means one or more persons or entities, jointly or severally, including a mortgagee~~
753 ~~in possession, in whom is vested:~~

754 ~~1. All or part of the legal title to the property; or~~

755 ~~2. All or part of the beneficial ownership and a right to present use and enjoyment of the~~
756 ~~premises.~~

757 ~~"Person" means any individual, group of individuals, corporation, partnership, business~~
758 ~~trust, association, or other legal entity, or any combination thereof.~~

759 ~~"Premises" means a dwelling unit and the structure of which it is a part, facilities and~~
760 ~~appurtenances contained therein, and grounds, areas, and facilities held out for the use of tenants~~
761 ~~generally or whose use is promised to the tenant.~~

762 ~~"Processing fee for payment of rent with bad check" means the processing fee specified~~
763 ~~in the rental agreement, not to exceed \$50, assessed by a landlord against a tenant for payment of~~
764 ~~rent with a check drawn by the tenant on which payment has been refused by the payor bank~~
765 ~~because the drawer had no account or insufficient funds.~~

766 ~~"Readily accessible" means areas within the interior of the dwelling unit available for~~
767 ~~observation at the time of the move-in inspection that do not require removal of materials,~~
768 ~~personal property, equipment, or similar items.~~

769 ~~"Rent" means all money, other than a security deposit, owed or paid to the landlord under~~
770 ~~the rental agreement, including prepaid rent paid more than one month in advance of the rent due~~
771 ~~date.~~

772 ~~"Rental agreement" or "lease agreement" means all agreements, written or oral, and valid~~
773 ~~rules and regulations adopted under § 55-225.33 embodying the terms and conditions concerning~~
774 ~~the use and occupancy of a dwelling unit and premises.~~

775 ~~"Rental application" means the written application or similar document used by a landlord~~
776 ~~to determine if a prospective tenant is qualified to become a tenant of a dwelling unit.~~

777 ~~"Residential tenancy" means a tenancy that is based on a rental agreement between a~~
778 ~~landlord and a tenant for a dwelling unit.~~

779 ~~"Roomer" means a person occupying a dwelling unit that lacks a major bathroom or~~
780 ~~kitchen facility, in a structure where one or more major facilities are used in common by occupants~~
781 ~~of the dwelling unit and other dwelling units. "Major facility" in the case of a bathroom means a~~
782 ~~toilet and either a bath or shower and in the case of a kitchen means a refrigerator, stove, or sink.~~

783 ~~"Security deposit" means any refundable deposit of money that is furnished by a tenant to~~
784 ~~a landlord to secure the performance of the terms and conditions of a rental agreement, as a~~
785 ~~security for damages to the leased premises, or as a pet deposit. However, such money shall be~~
786 ~~deemed an application deposit until the commencement date of the rental agreement. "Security~~
787 ~~deposit" does not include a damage insurance policy or renter's insurance policy purchased by a~~
788 ~~landlord to provide coverage for a tenant.~~

789 ~~"Single family residence" means a structure, other than a multifamily residential structure,~~
790 ~~maintained and used as a single dwelling unit, condominium unit, or any other dwelling unit that~~
791 ~~has direct access to a street or thoroughfare and does not share heating facilities, hot water~~
792 ~~equipment, or any other essential facility or essential service with any other dwelling unit.~~

793 ~~"Sublease" means the transfer by any tenant of any but not all interests created by a rental~~
794 ~~agreement.~~

795 ~~"Tenant" means a person entitled only under the terms of a rental agreement to occupy a~~
796 ~~dwelling unit to the exclusion of others and includes a roomer. "Tenant" does not include (i) an~~
797 ~~authorized occupant, (ii) a guest or invitee, or (iii) any person who guarantees or cosigns the~~
798 ~~payment of the financial obligations of a rental agreement but has no right to occupy a dwelling~~
799 ~~unit.~~

800 ~~"Tenant records" means all information, including financial, maintenance, and other~~
801 ~~records, about a tenant or prospective tenant, whether such information is in written or electronic~~
802 ~~form or any other medium.~~

803 ~~"Utility" means electricity, natural gas, or water and sewer provided by a public service~~
804 ~~corporation or such other person providing utility services as permitted under § 56-1.2. If the~~
805 ~~rental agreement so provides, a landlord may use submetering equipment or energy allocation~~
806 ~~equipment as defined in § 56-245.2 or a ratio utility billing system as defined in § 55-226.2.~~

807 ~~"Visible evidence of mold" means the existence of mold in the dwelling unit that is visible~~
808 ~~to the naked eye by the landlord or tenant in areas within the interior of the dwelling unit readily~~
809 ~~accessible at the time of the move-in inspection.~~

810 ~~"Written notice" means notice given in accordance with § 55-225.20, including any~~
811 ~~representation of words, letters, symbols, numbers, or figures, whether (i) printed in or inscribed~~
812 ~~on a tangible medium or (ii) stored in an electronic form or any other medium, retrievable in a~~
813 ~~perceivable form, and regardless of whether an electronic signature authorized by the Uniform~~
814 ~~Electronic Transactions Act (§ 59.1-479 et seq.) is affixed.~~

815 **Drafting note: Existing § 55-225.02 is proposed for deletion because it is identical in**
816 **substance to proposed § 55.1-xxx [§ 55-248.4], which is located in Chapter XX [1] (VRLTA).**

817 ~~§ 55-225.1. Recovery of possession limited.~~

818 ~~A landlord may not recover or take possession of a residential dwelling unit by (i) willful~~
819 ~~diminution of services to the tenant by interrupting or causing the interruption of electric, gas,~~
820 ~~water or other essential service required to be supplied by the landlord under a rental agreement~~
821 ~~or (ii) refusal to permit the tenant access to such unit unless such refusal is pursuant to an unlawful~~
822 ~~detainer action from a court of competent jurisdiction and the execution of a writ of possession~~
823 ~~issued pursuant thereto. A provision included in a rental agreement for a dwelling unit authorizing~~
824 ~~action prohibited by this section is unenforceable.~~

825 **Drafting note: Existing § 55-225.1 is proposed for deletion because it is identical in**
826 **substance to proposed § 55.1-xxx [§ 55-248.36], which is located in Chapter XX [1]**
827 **(VRLTA).**

828 ~~§ 55-225.2. Remedies for landlord's unlawful ouster, exclusion or diminution of service.~~
829 ~~If a landlord unlawfully removes or excludes a tenant from a dwelling unit or willfully~~
830 ~~diminishes services to a tenant by interrupting or causing the interruption of gas, water, or other~~
831 ~~essential service to the tenant, the tenant may obtain an order from a general district court to~~
832 ~~recover possession, require the landlord to resume any such interrupted utility service, or~~
833 ~~terminate the rental agreement and, in any case, recover the actual damages sustained by him and~~
834 ~~reasonable attorney fees. If the rental agreement is terminated pursuant to this section, the landlord~~
835 ~~shall return any security deposit in accordance with § 55-225.19.~~

836 **Drafting note: Existing § 55-225.2 is proposed for deletion because it is identical in**
837 **substance to proposed § 55.1-xxx [§ 55-248.26], which is located in Chapter XX [1]**
838 **(VRLTA).**

839 ~~§ 55-225.3. Landlord to maintain dwelling unit.~~

840 ~~A. The landlord shall:~~

841 ~~1. Comply with the requirements of applicable building and housing codes materially~~
842 ~~affecting health and safety;~~

843 ~~2. Make all repairs and do whatever is necessary to put and keep the premises in a fit and~~
844 ~~habitable condition;~~

845 ~~3. Keep all common areas shared by two or more multifamily dwelling units of the~~
846 ~~premises in a clean and structurally safe condition;~~

847 ~~4. Maintain in good and safe working order and condition all electrical, plumbing,~~
848 ~~sanitary, heating, ventilating, air conditioning and other facilities and appliances, including~~
849 ~~elevators, supplied or required to be supplied by him;~~

850 ~~5. Maintain the premises in such a condition as to prevent the accumulation of moisture~~
851 ~~and the growth of mold and to promptly respond to any notices as provided in subdivision A-10~~

852 of § 55-225.4. Where there is visible evidence of mold, the landlord shall promptly remediate the
853 mold conditions in accordance with the requirements of subsection E of § 8.01-226.12 and
854 reinspect the dwelling unit to confirm that there is no longer visible evidence of mold in the
855 dwelling unit. The landlord shall provide a tenant with a copy of a summary of information related
856 to mold remediation occurring during that tenancy and, upon request of the tenant, make available
857 the full package of such information and reports not protected by attorney-client privilege. Once
858 the mold has been remediated in accordance with professional standards, the landlord shall not be
859 required to make disclosures of a past incidence of mold to subsequent tenants;

860 6. Supply running water and reasonable amounts of hot water at all times and reasonable
861 air conditioning if provided and heat in season except where the dwelling unit is so constructed
862 that heat, air conditioning, or hot water is generated by an installation within the exclusive control
863 of the tenant or supplied by a direct public utility connection;

864 7. Provide and maintain appropriate receptacles and conveniences for the collection,
865 storage, and removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of
866 one or more dwelling units and arrange for the removal of same; and

867 8. Provide a certificate to the tenant stating that all smoke alarms are present, have been
868 inspected, and are in good working order no more than once every 12 months. The landlord, his
869 employee, or an independent contractor may perform the inspection to determine that a smoke
870 alarm is in good working order.

871 B. The landlord shall perform the duties imposed by subsection A in accordance with law;
872 however, the landlord shall be liable only for the tenant's actual damages proximately caused by
873 the landlord's failure to exercise ordinary care.

874 C. If the duty imposed by subdivision A 1 is greater than any duty imposed by any other
875 subdivision of that subsection, the landlord's duty shall be determined by reference to subdivision
876 A 1.

877 D. The landlord and tenant may agree in writing that the tenant perform the landlord's
878 duties specified in subdivisions A 2, 4, 6, and 7 and also specified repairs, maintenance tasks,

879 alterations, and remodeling, but only if (i) the transaction is entered into in good faith and not for
880 the purpose of evading the obligations of the landlord and (ii) the agreement does not diminish or
881 affect the obligation of the landlord to other tenants in a multifamily premises.

882 **Drafting note: Existing § 55-225.3 is proposed for deletion because it is identical in**
883 **substance to proposed § 55.1-xxx [§ 55-248.13], which is located in Chapter XX [1]**
884 **(VRLTA).**

885 ~~§ 55-225.4. Tenant to maintain dwelling unit.~~

886 ~~A. In addition to the provisions of the rental agreement, the tenant shall:~~

887 ~~1. Comply with all obligations primarily imposed upon tenants by applicable provisions~~
888 ~~of building and housing codes materially affecting health and safety;~~

889 ~~2. Keep that part of the premises that he occupies and uses as clean and safe as the~~
890 ~~condition of the premises permit;~~

891 ~~3. Keep that part of the dwelling unit and the part of the premises that he occupies free~~
892 ~~from insects and pests, as those terms are defined in § 3.2-3900, and promptly notify the landlord~~
893 ~~of the existence of any insects or pests;~~

894 ~~4. Remove from his dwelling unit all ashes, garbage, rubbish, and other waste in a clean~~
895 ~~and safe manner and in the appropriate receptacles provided by the landlord;~~

896 ~~5. Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their~~
897 ~~condition permits;~~

898 ~~6. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-~~
899 ~~conditioning and other facilities and appliances, including an elevator in a multifamily premises,~~
900 ~~and keep all utility services paid for by the tenant to the utility service provider or its agent on at~~
901 ~~all times during the term of the rental agreement;~~

902 ~~7. Not deliberately or negligently destroy, deface, damage, impair or remove any part of~~
903 ~~the premises or permit any person to do so whether known by the tenant or not;~~

904 ~~8. Not remove or tamper with a properly functioning smoke alarm, including removing~~
905 ~~any working batteries, so as to render the smoke alarm inoperative. The tenant shall maintain such~~

906 ~~smoke alarm in accordance with the uniform set of standards for maintenance of smoke alarms~~
907 ~~established in the Statewide Fire Prevention Code (§ 27-94 et seq.) and subdivision C 6 of § 36-~~
908 ~~105, Part III of the Uniform Statewide Building Code (§ 36-97 et seq.);~~

909 ~~9. Not remove or tamper with a properly functioning carbon monoxide alarm installed by~~
910 ~~the landlord, including the removal of any working batteries, so as to render the carbon monoxide~~
911 ~~alarm inoperative. The tenant shall maintain the carbon monoxide alarm in accordance with the~~
912 ~~uniform set of standards for maintenance of carbon monoxide alarms established in the Statewide~~
913 ~~Fire Prevention Code (§ 27-94 et seq.) and subdivision C 6 of § 36-105, Part III of the Uniform~~
914 ~~Statewide Building Code (§ 36-97 et seq.);~~

915 ~~10. Use reasonable efforts to maintain the dwelling unit and any other part of the premises~~
916 ~~that he occupies in such a condition as to prevent accumulation of moisture and the growth of~~
917 ~~mold and to promptly notify the landlord of any moisture accumulation that occurs or of any~~
918 ~~visible evidence of mold discovered by the tenant;~~

919 ~~11. Not paint or disturb painted surfaces, or make alterations in the dwelling unit, without~~
920 ~~the prior written approval of the landlord, provided that (i) the dwelling unit was constructed prior~~
921 ~~to 1978 and therefore requires the landlord to provide the tenant with lead-based paint disclosures~~
922 ~~and (ii) the landlord has provided the tenant with such disclosures and the rental agreement~~
923 ~~provides that the tenant is required to obtain the landlord's prior written approval before painting,~~
924 ~~disturbing painted surfaces, or making alterations in the dwelling unit;~~

925 ~~12. Be responsible for his conduct and the conduct of other persons on the premises with~~
926 ~~his consent whether known by the tenant or not, to ensure that his neighbors' peaceful enjoyment~~
927 ~~of the premises will not be disturbed;~~

928 ~~13. Abide by all reasonable rules and regulations imposed by the landlord;~~

929 ~~14. Be financially responsible for the added cost of treatment or extermination due to the~~
930 ~~tenant's unreasonable delay in reporting the existence of any insects or pests and be financially~~
931 ~~responsible for the cost of treatment or extermination due to the tenant's fault in failing to prevent~~
932 ~~infestation of any insects or pests in the area occupied; and~~

933 ~~15. Use reasonable care to prevent any dog or other animal in possession of the tenant,~~
934 ~~authorized occupants, or guests or invitees from causing personal injuries to a third party in the~~
935 ~~dwelling unit or on the premises, or property damage to the dwelling unit or the premises.~~

936 ~~B. If the duty imposed by subdivision A 1 is greater than any duty imposed by any other~~
937 ~~subdivision of that subsection, the tenant's duty shall be determined by reference to subdivision~~
938 ~~A 1.~~

939 ~~C. Upon written request of a tenant in a dwelling unit, the landlord shall install a carbon~~
940 ~~monoxide alarm in the dwelling unit within 90 days. The landlord may charge the tenant a~~
941 ~~reasonable fee to recover the costs of the equipment and labor for such installation. The~~
942 ~~installation of a carbon monoxide alarm shall be in compliance with the Uniform Statewide~~
943 ~~Building Code (§ 36-97 et seq.).~~

944 **Drafting note: Existing § 55-225.4 is proposed for deletion because it is identical in**
945 **substance to proposed § 55.1-xxx [§ 55-248.16], which is located in Chapter XX [1]**
946 **(VRLTA).**

947 ~~§ 55-225.5. Access following entry of certain court orders.~~

948 ~~A. A tenant or authorized occupant who has obtained an order from a court of competent~~
949 ~~jurisdiction pursuant to § 16.1-279.1 or subsection B of § 20-103 granting such tenant possession~~
950 ~~of the premises to the exclusion of one or more co-tenants or authorized occupants may provide~~
951 ~~the landlord with a copy of that court order and request that the landlord either (i) install a new~~
952 ~~lock or other security devices on the exterior doors of the dwelling unit at the landlord's actual~~
953 ~~cost or (ii) permit the tenant or authorized occupant to do so, provided:~~

954 ~~1. Installation of the new lock or security devices does no permanent damage to any part~~
955 ~~of the dwelling unit; and~~

956 ~~2. A duplicate copy of all keys and instructions of how to operate all devices are given to~~
957 ~~the landlord.~~

958 ~~Upon termination of the tenancy, the tenant shall be responsible for payment to the~~
959 ~~landlord of the reasonable costs incurred for the removal of all such devices installed and repairs~~
960 ~~to all damaged areas.~~

961 ~~B. A person, who is not a tenant or authorized occupant in the dwelling unit and who has~~
962 ~~obtained an order from a court of competent jurisdiction pursuant to § 16.1-279.1 or subsection B~~
963 ~~of § 20-103 granting such person possession of the premises to the exclusion of one or more co-~~
964 ~~tenants or authorized occupants, may provide a copy of such order to the landlord and submit a~~
965 ~~rental application to become a tenant in such dwelling unit within 10 days of the entry of such~~
966 ~~order. If such person's rental application meets the landlord's tenant selection criteria, such person~~
967 ~~may become a tenant in such dwelling unit under a written rental agreement. If such person~~
968 ~~submits a rental application and does not meet the landlord's tenant selection criteria, such person~~
969 ~~shall vacate the dwelling unit no later than 30 days of the date the landlord gives such person~~
970 ~~written notice that his rental application has been rejected. If such person does not provide a copy~~
971 ~~of the protective order to the landlord and submit a rental application to the landlord within 10~~
972 ~~days as required by this section, such person shall vacate the dwelling unit no later than 30 days~~
973 ~~of the date of the entry of such order. Such person shall be liable to the landlord for failure to~~
974 ~~vacate the dwelling unit as required in this section.~~

975 ~~Any tenant obligated on a rental agreement shall pay the rent and otherwise comply with~~
976 ~~any and all requirements of the rental agreement, and any applicable laws and regulations. The~~
977 ~~landlord may pursue all of its remedies under the rental agreement and applicable laws and~~
978 ~~regulations, including filing an unlawful detainer action pursuant to § 8.01-126 to obtain a money~~
979 ~~judgment and to evict any persons residing in such dwelling unit.~~

980 ~~C. A landlord who has received a copy of a court order in accordance with subsection A~~
981 ~~shall not provide copies of any keys to the dwelling unit to any person excluded from the premises~~
982 ~~by such order.~~

983 ~~D. This section shall not apply when the court order excluding a person was issued ex~~
984 ~~parte.~~

985 **Drafting note: Existing § 55-225.5 is proposed for deletion because it is identical in**
986 **substance to proposed § 55.1-xxx [§ 55-248.18:1], which is located in Chapter XX [1]**
987 **(VRLTA).**

988 ~~§ 55-225.6. Inspection of dwelling unit.~~

989 ~~The landlord shall, within five days after occupancy of a dwelling unit, submit a written~~
990 ~~report to the tenant, for his safekeeping, itemizing damages to the dwelling unit existing at the~~
991 ~~time of occupancy, which record shall be deemed correct unless the tenant objects thereto in~~
992 ~~writing within five days after receipt thereof. The landlord may adopt a written policy allowing~~
993 ~~the tenant to prepare the written report of the move-in inspection, in which case the tenant shall~~
994 ~~submit a copy to the landlord, which record shall be deemed correct unless the landlord objects~~
995 ~~thereto in writing within five days after receipt thereof. Such written policy adopted by the~~
996 ~~landlord may also provide for the landlord and the tenant to prepare the written report of the move-~~
997 ~~in inspection jointly, in which case both the landlord and the tenant shall sign the written report~~
998 ~~and receive a copy thereof, at which time the inspection record shall be deemed correct.~~

999 **Drafting note: Existing § 55-225.6 is proposed for deletion because it is identical in**
1000 **substance to proposed § 55.1-xxx [§ 55-248.11:1], which is located in Chapter XX [1]**
1001 **(VRLTA).**

1002 ~~§ 55-225.7. Disclosure of mold in dwelling units.~~

1003 ~~As part of the written report of the move-in inspection pursuant to § 55-225.6, the landlord~~
1004 ~~may disclose whether there is any visible evidence of mold in areas readily accessible within the~~
1005 ~~interior of the dwelling unit. If the landlord's written disclosure states that there is no visible~~
1006 ~~evidence of mold in the dwelling unit, this written statement shall be deemed correct unless the~~
1007 ~~tenant objects thereto in writing within five days after receiving the report. If the landlord's written~~
1008 ~~disclosure states that there is visible evidence of mold in the dwelling unit, the tenant shall have~~
1009 ~~the option to terminate the tenancy and not take possession or remain in possession of the dwelling~~
1010 ~~unit. If the tenant requests to take possession, or remain in possession of the dwelling unit,~~
1011 ~~notwithstanding the presence of visible evidence of mold, the landlord shall promptly remediate~~

1012 ~~the mold condition but in no event later than five business days thereafter and reinspect the~~
1013 ~~dwelling unit to confirm there is no visible evidence of mold in the dwelling unit and reflect on a~~
1014 ~~new report that there is no visible evidence of mold in the dwelling unit upon reinspection.~~

1015 **Drafting note: Existing § 55-225.7 is proposed for deletion because it is identical in**
1016 **substance to proposed § 55.1-xxx [§ 55-248.11:2], which is located in Chapter XX [1]**
1017 **(VRLTA).**

1018 ~~§ 55-225.8. Repealed.~~

1019 **Drafting note: Repealed by Acts 2017, c. 730, cl. 2.**

1020 ~~§ 55-225.9. Relocation of tenant where mold remediation needs to be performed in the~~
1021 ~~dwelling unit.~~

1022 ~~Where a mold condition in a dwelling unit materially affects the health or safety of any~~
1023 ~~tenant or authorized occupant, the landlord may require the tenant to temporarily vacate the~~
1024 ~~dwelling unit in order for the landlord to perform mold remediation in accordance with~~
1025 ~~professional standards as defined in § 55-225.02 for a period not to exceed 30 days. The landlord~~
1026 ~~shall provide the tenant with either (i) a comparable dwelling unit, as selected by the landlord, at~~
1027 ~~no expense or cost to the tenant, or (ii) a hotel room, as selected by the landlord, at no expense or~~
1028 ~~cost to the tenant. The landlord shall not be required to pay for any other expenses of the tenant~~
1029 ~~that arise after the temporary relocation period. The tenant shall continue to be responsible for~~
1030 ~~payment of rent under the rental agreement during the period of any temporary relocation and for~~
1031 ~~the remainder of the term of the rental agreement following the remediation. Nothing in this~~
1032 ~~section shall be construed as entitling the tenant to a termination of a tenancy where or when the~~
1033 ~~landlord has remediated a mold condition in accordance with professional standards as defined in~~
1034 ~~§ 55-225.02. The landlord shall pay all costs of the relocation and the mold remediation, unless~~
1035 ~~the tenant is at fault for the mold condition.~~

1036 **Drafting note: Existing § 55-225.9 is proposed for deletion because it is identical in**
1037 **substance to proposed § 55.1-xxx [§ 55-248.18:2], which is located in Chapter XX [1]**
1038 **(VRLTA).**

1039 ~~§ 55-225.10. Notice to tenant in event of foreclosure.~~

1040 ~~A. The landlord of a dwelling unit used as a single family residence as defined in § 55-~~
1041 ~~225.02 shall give written notice to the tenant or any prospective tenant of such dwelling unit that~~
1042 ~~the landlord has received a notice of a mortgage default, mortgage acceleration, or foreclosure~~
1043 ~~sale relative to the loan on the dwelling unit within five business days after written notice from~~
1044 ~~the lender is received by the landlord. This requirement shall not apply (i) to any managing agent~~
1045 ~~who does not receive a copy of such written notice from the lender or (ii) if the tenant or~~
1046 ~~prospective tenant provides a copy of the written notice from the lender to the landlord or the~~
1047 ~~managing agent.~~

1048 ~~B. If the landlord fails to provide the notice required by this section, the tenant shall have~~
1049 ~~the right to terminate the rental agreement upon written notice to the landlord at least five business~~
1050 ~~days prior to the effective date of termination. If the tenant terminates the rental agreement, the~~
1051 ~~landlord shall make disposition of the tenant's security deposit in accordance with law or the~~
1052 ~~provisions of the rental agreement, whichever is applicable.~~

1053 ~~C. If there is in effect at the date of the foreclosure sale a tenant in a residential dwelling~~
1054 ~~unit foreclosed upon, the foreclosure shall act as a termination of the rental agreement by the~~
1055 ~~owner. In such case, the tenant may remain in possession of such dwelling unit as a month-to-~~
1056 ~~month tenant on the terms of the terminated rental agreement until the successor owner gives a~~
1057 ~~notice of termination of such month-to-month tenancy. If the successor owner elects to terminate~~
1058 ~~the month-to-month tenancy, written notice of such termination shall be given in accordance with~~
1059 ~~the rental agreement or the provisions of § 55-222 or 55-248.6, as applicable.~~

1060 ~~D. Unless or until the successor owner terminates the month-to-month tenancy, the terms~~
1061 ~~of the terminated rental agreement remain in effect except that the tenant shall make rental~~
1062 ~~payments (i) to the successor owner as directed in a written notice to the tenant in accordance with~~
1063 ~~this subsection; (ii) to the managing agent of the owner, if any, or successor owner; or (iii) into a~~
1064 ~~court escrow account pursuant to the provisions of § 55-225.12; however, there is no obligation~~
1065 ~~of a tenant to file a tenant's assertion and pay rent into escrow. Where there is not a managing~~

1066 agent designated in the terminated rental agreement, the tenant shall remain obligated for payment
1067 of the rent but shall not be held to be delinquent or assessed a late charge until the successor owner
1068 provides written notice identifying the name, address, and telephone number of the party to which
1069 the rent should be paid.

1070 E. ~~The successor owner may enter into a new rental agreement with the tenant in the~~
1071 ~~dwelling unit, in which case, upon the commencement date of the new rental agreement, the~~
1072 ~~month-to-month tenancy shall terminate.~~

1073 **Drafting note: Existing § 55-225.10 is proposed for deletion because it is identical in**
1074 **substance to proposed § 55.1-xxx [§ 55-248.21:3], which is located in Chapter XX [1]**
1075 **(VRLTA).**

1076 ~~§ 55-225.11. Required disclosures for properties with defective drywall; remedy for~~
1077 ~~nondisclosure.~~

1078 A. ~~If the landlord of a residential dwelling unit has actual knowledge of the existence of~~
1079 ~~defective drywall in such dwelling unit that has not been remediated, the landlord shall provide~~
1080 ~~to a prospective tenant a written disclosure that the property has defective drywall. Such disclosure~~
1081 ~~shall be provided prior to the execution by the tenant of a written lease agreement or, in the case~~
1082 ~~of an oral lease agreement, prior to occupancy by the tenant. For purposes of this section,~~
1083 ~~"defective drywall" means all defective drywall as defined in § 36-156.1.~~

1084 B. ~~Any tenant who is not provided the disclosure required by subsection A may terminate~~
1085 ~~the lease agreement at any time within 60 days of notice of discovery of the existence of defective~~
1086 ~~drywall by providing written notice to the landlord in accordance with the lease or as required by~~
1087 ~~law. Such termination shall be effective as of (i) 15 days after the date of the mailing of the notice~~
1088 ~~or (ii) the date through which rent has been paid, whichever is later. In no event, however, shall~~
1089 ~~the effective date of the termination exceed one month from the date of mailing. Termination of~~
1090 ~~the lease agreement shall be the exclusive remedy for the failure to comply with the disclosure~~
1091 ~~provisions of this section, and shall not affect any rights or duties of the landlord or tenant arising~~
1092 ~~under this chapter, other applicable law, or the rental agreement.~~

1093 **Drafting note: Existing § 55-225.11 is proposed for deletion because it is identical in**
1094 **substance to proposed § 55.1-xxx [§ 55-248.12:2], which is located in Chapter XX [1]**
1095 **(VRLTA).**

1096 ~~§ 55-225.11:1. Required disclosures for properties located adjacent to a military air~~
1097 ~~installation; remedy for nondisclosure.~~

1098 ~~A. The landlord of property in any locality in which a military air installation is located,~~
1099 ~~or any person authorized to enter into a rental agreement on his behalf, shall provide to a~~
1100 ~~prospective tenant a written disclosure that the property is located in a noise zone or accident~~
1101 ~~potential zone, or both, as designated by the locality on its official zoning map. Such disclosure~~
1102 ~~shall be provided prior to the execution by the tenant of a written lease agreement or, in the case~~
1103 ~~of an oral lease agreement, prior to occupancy by the tenant. The disclosure shall specify the noise~~
1104 ~~zone or accident potential zone in which the property is located according to the official zoning~~
1105 ~~map of the locality. A disclosure made pursuant to this section containing inaccurate information~~
1106 ~~regarding the location of the noise zone or accident potential zone shall be deemed as~~
1107 ~~nondisclosure unless the inaccurate information is provided by an officer or employee of the~~
1108 ~~locality in which the property is located.~~

1109 ~~B. Any tenant who is not provided the disclosure required by subsection A may terminate~~
1110 ~~the lease agreement at any time during the first 30 days of the lease period by sending to the~~
1111 ~~landlord by certified or registered mail, return receipt requested, a written notice of termination.~~
1112 ~~Such termination shall be effective as of (i) 15 days after the date of the mailing of the notice or~~
1113 ~~(ii) the date through which rent has been paid, whichever is later. In no event, however, shall the~~
1114 ~~effective date of the termination exceed one month from the date of mailing. Termination of the~~
1115 ~~lease agreement shall be the exclusive remedy for the failure to comply with the disclosure~~
1116 ~~provisions of this section, and shall not affect any rights or duties of the landlord or tenant arising~~
1117 ~~under this chapter, other applicable law, or the rental agreement.~~

1118 **Drafting note: Existing § 55-225.11:1 is proposed for deletion because it is identical**
1119 **in substance to proposed § 55.1-xxx [§ 55-248.12:1], which is located in Chapter XX [1]**
1120 **(VRLTA).**

1121 ~~§ 55-225.12. Tenant's assertion; rent escrow; dwelling units.~~

1122 ~~A. The tenant may assert that there exists upon the dwelling unit, a condition or conditions~~
1123 ~~which constitute a material noncompliance by the landlord with the rental agreement or with~~
1124 ~~provisions of law, or which if not promptly corrected, will constitute a fire hazard or serious threat~~
1125 ~~to the life, health or safety of occupants thereof, including but not limited to, a lack of heat or hot~~
1126 ~~or cold running water, except if the tenant is responsible for payment of the utility charge and~~
1127 ~~where the lack of such heat or hot or cold running water is the direct result of the tenant's failure~~
1128 ~~to pay the utility charge; or a lack of light, electricity or adequate sewage disposal facilities; or an~~
1129 ~~infestation of rodents; or the existence of paint containing lead pigment on surfaces within the~~
1130 ~~dwelling, provided that the landlord has notice of such paint. The tenant may file such an assertion~~
1131 ~~in a general district court wherein the dwelling unit is located by a declaration setting forth such~~
1132 ~~assertion and asking for one or more forms of relief as provided for in subsection D. A tenant~~
1133 ~~residing in a dwelling unit that has been foreclosed upon shall be eligible to file an assertion~~
1134 ~~pursuant to this section.~~

1135 ~~B. Prior to the granting of any relief, the tenant shall show to the satisfaction of the court~~
1136 ~~that:~~

1137 ~~1. Prior to the commencement of the action the landlord was served a written notice by~~
1138 ~~the tenant of the conditions described in subsection A, or was notified of such conditions by a~~
1139 ~~violation or condemnation notice from an appropriate state or municipal agency, and that the~~
1140 ~~landlord has refused, or having a reasonable opportunity to do so, has failed to remedy the same.~~
1141 ~~For the purposes of this subsection, what period of time shall be deemed to be unreasonable delay~~
1142 ~~is left to the discretion of the court except that there shall be a rebuttable presumption that a period~~
1143 ~~in excess of 30 days from receipt of the notification by the landlord is unreasonable; and~~

1144 ~~2. The tenant has paid into court the amount of rent called for under the rental agreement,~~
1145 ~~within five days of the date due thereunder, unless or until such amount is modified by subsequent~~
1146 ~~order of the court under this chapter.~~

1147 ~~C. It shall be sufficient answer or rejoinder to a declaration pursuant to subsection A if the~~
1148 ~~landlord establishes to the satisfaction of the court that the conditions alleged by the tenant do not~~
1149 ~~in fact exist, or such conditions have been removed or remedied, or such conditions have been~~
1150 ~~caused by the tenant or members of his family or his or their invitees or licensees, or the tenant~~
1151 ~~has unreasonably refused entry to the landlord to the dwelling unit for the purpose of correcting~~
1152 ~~such conditions.~~

1153 ~~D. Any court shall make findings of fact on the issues before it and shall issue any order~~
1154 ~~that may be required. Such an order may include, but is not limited to, any one or more of the~~
1155 ~~following:~~

1156 ~~1. Terminating the rental agreement upon the request of the tenant or ordering the dwelling~~
1157 ~~unit surrendered to the landlord if the landlord prevails on a request for possession pursuant to an~~
1158 ~~unlawful detainer properly filed with the court;~~

1159 ~~2. Ordering all moneys already accumulated in escrow disbursed to the landlord or to the~~
1160 ~~tenant in accordance with this chapter, or to the successor landlord or the successor landlord's~~
1161 ~~managing agent in accordance with § 54.1-2108.1;~~

1162 ~~3. Ordering that the escrow be continued until the conditions causing the complaint are~~
1163 ~~remedied;~~

1164 ~~4. Ordering that the amount of rent, whether paid into the escrow account or paid to the~~
1165 ~~landlord, be abated as determined by the court in such an amount as may be equitable to represent~~
1166 ~~the existence of the condition or conditions found by the court to exist. In all cases where the court~~
1167 ~~deems that the tenant is entitled to relief under this chapter, the burden shall be upon the landlord~~
1168 ~~to show cause why there should not be an abatement of rent;~~

1169 ~~5. Ordering any amount of moneys accumulated in escrow disbursed to the tenant where~~
1170 ~~the landlord refuses to make repairs after a reasonable time or to the landlord or to a contractor~~

1171 ~~chosen by the landlord in order to make repairs or to otherwise remedy the condition. In either~~
1172 ~~case, the court shall in its order insure that moneys thus disbursed will be in fact used for the~~
1173 ~~purpose of making repairs or effecting a remedy;~~

1174 ~~6. Referring any matter before the court to the proper state or municipal agency for~~
1175 ~~investigation and report and granting a continuance of the action or complaint pending receipt of~~
1176 ~~such investigation and report. When such a continuance is granted, the tenant shall deposit with~~
1177 ~~the court rent payments within five days of the date due under the rental agreement, subject to any~~
1178 ~~abatement under this section, which become due during the period of the continuance, to be held~~
1179 ~~by the court pending its further order;~~

1180 ~~7. In the court's discretion, ordering escrow funds disbursed to pay a mortgage on the~~
1181 ~~property upon which the dwelling unit is located in order to stay a foreclosure; or~~

1182 ~~8. In the court's discretion, ordering escrow funds disbursed to pay a creditor to prevent or~~
1183 ~~satisfy a bill to enforce a mechanic's or materialman's lien.~~

1184 ~~Notwithstanding any provision of this subsection, where an escrow account is established~~
1185 ~~by the court and the condition or conditions are not fully remedied within six months of the~~
1186 ~~establishment of such account, and the landlord has not made reasonable attempts to remedy the~~
1187 ~~condition, the court shall award all moneys accumulated in escrow to the tenant. In such event,~~
1188 ~~the escrow shall not be terminated, but shall begin upon a new six-month period with the same~~
1189 ~~result if, at the end thereof, the condition or conditions have not been remedied.~~

1190 ~~E. The initial hearing on the tenant's assertion filed pursuant to subsection A shall be held~~
1191 ~~within 15 calendar days from the date of service of process on the landlord, except that the court~~
1192 ~~shall order an earlier hearing where emergency conditions are alleged to exist upon the premises,~~
1193 ~~such as failure of heat in winter, lack of adequate sewage facilities or any other condition which~~
1194 ~~constitutes an immediate threat to the health or safety of the inhabitants of the dwelling unit. The~~
1195 ~~court, on motion of either party or on its own motion, may hold hearings subsequent to the initial~~
1196 ~~proceeding in order to further determine the rights and obligations of the parties. Distribution of~~
1197 ~~escrow moneys may only occur by order of the court after a hearing of which both parties are~~

1198 ~~given notice as required by law or upon motion of both the landlord and tenant or upon~~
1199 ~~certification by the appropriate inspector that the work required by the court to be done has been~~
1200 ~~satisfactorily completed. If the tenant proceeds under this subsection, he may not proceed under~~
1201 ~~any other section of this chapter as to that breach.~~

1202 **Drafting note: Existing § 55-225.12 is proposed for deletion because it is identical in**
1203 **substance to proposed § 55.1-xxx [§ 55-248.27], which is located in Chapter XX [1]**
1204 **(VRLTA).**

1205 ~~§ 55-225.12:1. Wrongful failure to supply heat, water, hot water, or essential services.~~

1206 ~~A. If contrary to the rental agreement or provisions of this chapter, the landlord willfully~~
1207 ~~or negligently fails to supply heat, running water, hot water, electricity, gas, or other essential~~
1208 ~~service, the tenant must serve a written notice on the landlord specifying the breach if acting under~~
1209 ~~this section and, in such event, and after a reasonable time allowed for the landlord to correct such~~
1210 ~~breach, may:~~

1211 ~~1. Recover damages based upon the diminution in the fair rental value of the dwelling~~
1212 ~~unit; or~~

1213 ~~2. Procure reasonable substitute housing during the period of the landlord's~~
1214 ~~noncompliance, in which case the tenant is excused from paying rent for the period of the~~
1215 ~~landlord's noncompliance, as determined by the court.~~

1216 ~~B. If the tenant proceeds under this section, he shall be entitled to recover reasonable~~
1217 ~~attorney fees; however, he may not proceed under § 55-225.13 as to that breach. The rights of the~~
1218 ~~tenant under this section shall not arise until he has given written notice to the landlord; however,~~
1219 ~~no rights arise if the condition was caused by the deliberate or negligent act or omission of the~~
1220 ~~tenant, a member of his family, or other person on the premises with his consent.~~

1221 **Drafting note: Existing § 55-225.12:1 is proposed for deletion because it is identical**
1222 **in substance to proposed § 55.1-xxx [§ 55-248.23], which is located in Chapter XX [1]**
1223 **(VRLTA).**

1224 ~~§ 55-225.13. Noncompliance by landlord in the rental of a dwelling unit.~~

1225 ~~Except as provided in this chapter, for the rental of a dwelling unit, if there is a material~~
1226 ~~noncompliance by the landlord with the rental agreement or a noncompliance with any provision~~
1227 ~~of this chapter affecting dwelling units, materially affecting health and safety, the tenant may~~
1228 ~~serve a written notice on the landlord specifying the acts and omissions constituting the breach~~
1229 ~~and stating that the rental agreement will terminate upon a date not less than 30 days after receipt~~
1230 ~~of the notice if such breach is not remedied in 21 days.~~

1231 ~~If the landlord commits a breach which is not remediable, the tenant may serve a written~~
1232 ~~notice on the landlord specifying the acts and omissions constituting the breach and stating that~~
1233 ~~the rental agreement will terminate upon a date not less than 30 days after receipt of the notice.~~

1234 ~~If the landlord has been served with a prior written notice which required the landlord to~~
1235 ~~remedy a breach, and the landlord remedied such breach, where the landlord intentionally~~
1236 ~~commits a subsequent breach of a like nature as the prior breach, the tenant may serve a written~~
1237 ~~notice on the landlord specifying the acts and omissions constituting the subsequent breach, make~~
1238 ~~reference to the prior breach of a like nature, and state that the rental agreement will terminate~~
1239 ~~upon a date not less than 30 days after receipt of the notice.~~

1240 ~~If the breach is remediable by repairs and the landlord adequately remedies the breach~~
1241 ~~prior to the date specified in the notice, the rental agreement will not terminate. The tenant may~~
1242 ~~not terminate for a condition caused by the deliberate or negligent act or omission of the tenant, a~~
1243 ~~member of his family or other person on the premises with his consent whether known by the~~
1244 ~~tenant or not. In addition, the tenant may recover damages and obtain injunctive relief for~~
1245 ~~noncompliance by the landlord with the provisions of the rental agreement or of this chapter. The~~
1246 ~~tenant shall be entitled to recover reasonable attorney fees unless the landlord proves by a~~
1247 ~~preponderance of the evidence that the landlord's actions were reasonable under the~~
1248 ~~circumstances. If the rental agreement is terminated due to the landlord's noncompliance, the~~
1249 ~~landlord shall return the security deposit in accordance with § 55-225.19.~~

1250 **Drafting note: Existing § 55-225.13 is proposed for deletion because it is identical in**
1251 **substance to proposed § 55.1-xxx [§ 55-248.21], which is located in Chapter XX [1]**
1252 **(VRLTA).**

1253 ~~§ 55-225.13:1. Landlord's noncompliance as defense to action for possession for~~
1254 ~~nonpayment of rent.~~

1255 ~~A. In an action for possession based upon nonpayment of rent or in an action for rent by a~~
1256 ~~landlord when the tenant is in possession, the tenant may assert as a defense that there exists upon~~
1257 ~~the leased premises a condition that constitutes or will constitute a fire hazard or a serious threat~~
1258 ~~to the life, health, or safety of occupants thereof, including but not limited to a lack of heat or~~
1259 ~~running water or of light or of electricity or adequate sewage disposal facilities or an infestation~~
1260 ~~of rodents, or a condition that constitutes material noncompliance on the part of the landlord with~~
1261 ~~the rental agreement or provisions of law. The assertion of any defense provided for in this section~~
1262 ~~shall be conditioned upon the following:~~

1263 ~~1. Prior to the commencement of the action for rent or possession, the landlord or his agent~~
1264 ~~was served a written notice of the aforesaid condition or conditions by the tenant, or was notified~~
1265 ~~by a violation or condemnation notice from an appropriate state or municipal agency, but the~~
1266 ~~landlord has refused, or having a reasonable opportunity to do so, has failed to remedy the same.~~
1267 ~~For the purposes of this subsection, what period of time shall be deemed to be unreasonable delay~~
1268 ~~is left to the discretion of the court, except that there shall be a rebuttable presumption that a~~
1269 ~~period in excess of 30 days from receipt of the notification by the landlord is unreasonable; and~~

1270 ~~2. The tenant, if in possession, has paid into court the amount of rent found by the court~~
1271 ~~to be due and unpaid, to be held by the court pending the issuance of an order under subsection~~
1272 ~~C.~~

1273 ~~B. It shall be a sufficient answer to the defense provided for in this section if the landlord~~
1274 ~~establishes that the conditions alleged in the defense do not in fact exist; or such conditions have~~
1275 ~~been removed or remedied; or such conditions have been caused by the tenant or members of the~~

1276 family of such tenant or of his or their guests; or the tenant has unreasonably refused entry by the
1277 landlord to the premises for the purposes of correcting such conditions.

1278 C. The court shall make findings of fact upon any defense raised under this section or the
1279 answer to any defense and, thereafter, shall issue such order as may be required including any one
1280 or more of the following:

1281 1. An order to set off to the tenant as determined by the court in such amount as may be
1282 equitable to represent the existence of any condition set forth in subsection A that is found by the
1283 court to exist;

1284 2. Terminate the rental agreement or order surrender of the premises to the landlord; or

1285 3. Refer any matter before the court to the proper state or municipal agency for
1286 investigation and report and grant a continuance of the action or complaint pending receipt of
1287 such investigation and report. When such a continuance is granted, the tenant shall deposit with
1288 the court any rents that will become due during the period of continuance, to be held by the court
1289 pending its further order, or the court, in its discretion, may use such funds to pay a mortgage on
1290 the property in order to stay a foreclosure, to pay a creditor to prevent or satisfy a bill to enforce
1291 a mechanic's or materialman's lien, or to remedy any condition set forth in subsection A that is
1292 found by the court to exist.

1293 D. If it appears that the tenant has raised a defense under this section in bad faith or has
1294 caused the violation or has unreasonably refused entry to the landlord for the purpose of correcting
1295 the condition giving rise to the violation, the court, in its discretion, may impose upon the tenant
1296 the reasonable costs of the landlord, including court costs, the costs of repair where the court finds
1297 the tenant has caused the violation, and reasonable attorney fees.

1298 **Drafting note: Existing § 55-225.13:1 is proposed for deletion because it is identical**
1299 **in substance to proposed § 55.1-xxx [§ 55-248.25], which is located in Chapter XX [1]**
1300 **(VRLTA).**

1301 ~~§ 55-225.14. Rent escrow required for continuance of tenant's case in the rental of a~~
1302 ~~dwelling unit.~~

1303 A. ~~Where a landlord has filed an unlawful detainer action seeking possession of the~~
1304 ~~dwelling unit and the tenant seeks to obtain a continuance of the action or to set it for a contested~~
1305 ~~trial, the court shall, upon request of the landlord, order the tenant to pay an amount equal to the~~
1306 ~~rent that is due as of the initial court date into the court escrow account prior to granting the~~
1307 ~~tenant's request for a delayed court date. However, if the tenant asserts a good faith defense, and~~
1308 ~~the court so finds, the court shall not require the rent to be escrowed. If the landlord requests a~~
1309 ~~continuance, or to set the case for a contested trial, the court shall not require the rent to be~~
1310 ~~escrowed.~~

1311 B. ~~If the court finds that the tenant has not asserted a good faith defense, the tenant shall~~
1312 ~~be required to pay an amount determined by the court to be proper into the court escrow account~~
1313 ~~in order for the case to be continued or set for contested trial. To meet the ends of justice, however,~~
1314 ~~the court may grant the tenant a continuance of no more than one week to make full payment of~~
1315 ~~the court ordered amount into the court escrow account. If the tenant fails to pay the entire amount~~
1316 ~~ordered, the court shall, upon request of the landlord, enter judgment for the landlord and enter~~
1317 ~~an order of possession of the dwelling unit.~~

1318 C. ~~The court shall further order that should the tenant fail to pay future rents due under the~~
1319 ~~rental agreement into the court escrow account, the court shall, upon the request of the landlord,~~
1320 ~~enter judgment for the landlord and enter an order of possession of the dwelling unit.~~

1321 D. ~~Upon motion of the landlord, the court may disburse the moneys held in the court~~
1322 ~~escrow account to the landlord for payment of his mortgage or other expenses relating to the~~
1323 ~~dwelling unit.~~

1324 E. ~~Except as provided in subsection D, no rent required to be escrowed under this section~~
1325 ~~shall be disbursed within 10 days of the date of the judgment unless otherwise agreed to by the~~
1326 ~~parties. If an appeal is taken by the plaintiff, the rent held in escrow shall be transmitted to the~~
1327 ~~clerk of the circuit court to be held in such court escrow account pending the outcome of the~~
1328 ~~appeal.~~

1329 **Drafting note: Existing § 55-225.14 is proposed for deletion because it is identical in**
1330 **substance to proposed § 55.1-xxx [§ 55-248.25:1], which is located in Chapter XX [1]**
1331 **(VRLTA).**

1332 ~~§ 55-225.15. Receipt required for certain rental payments; upon request-~~

1333 ~~The landlord shall provide the tenant with written receipt, upon request of the tenant,~~
1334 ~~whenever the tenant pays rent in the form of cash or a money order.~~

1335 **Drafting note: Existing § 55-225.15 is proposed for deletion because it is identical in**
1336 **substance to subsection H of proposed § 55.1-xxx [§ 55-248.7], which is located in Chapter**
1337 **XX [1] (VRLTA).**

1338 ~~§ 55-225.16. Early termination of rental agreements by victims of family abuse, sexual~~
1339 ~~abuse, or criminal sexual assault.~~

1340 ~~A. Any tenant who is a victim of (i) family abuse as defined by § 16.1-228, (ii) sexual~~
1341 ~~abuse as defined by § 18.2-67.10, or (iii) other criminal sexual assault under Article 7 (§ 18.2-61~~
1342 ~~et seq.) of Chapter 4 of Title 18.2 may terminate such tenant's obligations under a rental agreement~~
1343 ~~under the following circumstances:~~

1344 ~~1. The victim has obtained an order of protection pursuant to § 16.1-279.1 and has given~~
1345 ~~written notice of termination in accordance with subsection B during the period of the protective~~
1346 ~~order or any extension thereof; or~~

1347 ~~2. A court has entered an order convicting a perpetrator of any crime of sexual assault~~
1348 ~~under Article 7 (§ 18.2-61 et seq.) of Chapter 4 of Title 18.2, sexual abuse as defined by § 18.2-~~
1349 ~~67.10, or family abuse as defined by § 16.1-228 against the victim and the victim gives written~~
1350 ~~notice of termination in accordance with subsection B. A victim may exercise a right of~~
1351 ~~termination under this section to terminate a rental agreement in effect when the conviction order~~
1352 ~~is entered and one subsequent rental agreement based upon the same conviction.~~

1353 ~~B. A tenant who qualifies to terminate obligations under a rental agreement pursuant to~~
1354 ~~subsection A shall do so by serving on the landlord a written notice of termination to be effective~~
1355 ~~on a date stated therein, such date to be not less than 30 days after the first date on which the next~~

1356 rental payment is due and payable after the date on which the written notice is given. When the
1357 tenant serves the termination notice on the landlord, the tenant shall also provide the landlord with
1358 a copy of (i) the order of protection issued or (ii) the conviction order.

1359 C. The rent shall be payable at such time as would otherwise have been required by the
1360 terms of the rental agreement through the effective date of the termination as provided in
1361 subsection B.

1362 D. The landlord may not charge any liquidated damages.

1363 E. The victim's obligations as a tenant under § 55-225.4 shall continue through the
1364 effective date of the termination as provided in subsection B. Any co-tenants on the lease with the
1365 victim shall remain responsible for the rent for the balance of the term of the rental agreement. If
1366 the perpetrator is the remaining sole tenant obligated on the rental agreement, the landlord may
1367 terminate the rental agreement and collect actual damages for such termination against the
1368 perpetrator.

1369 **Drafting note: Existing § 55-225.16 is proposed for deletion because it is identical in**
1370 **substance to proposed § 55.1-xxx [§ 55-248.21:2], which is located in Chapter XX [1]**
1371 **(VRLTA).**

1372 § 55-225.17. Required disclosures for property previously used to manufacture
1373 methamphetamine; remedy for nondisclosure.

1374 A. If the landlord of a residential dwelling unit has actual knowledge that the dwelling unit
1375 was previously used to manufacture methamphetamine and has not been cleaned up in accordance
1376 with the guidelines established pursuant to § 32.1-11.7 and the applicable licensing provisions of
1377 Chapter 11 (§ 54.1-1100 et seq.) of Title 54.1, the landlord shall provide to a prospective tenant a
1378 written disclosure that so states. Such disclosure shall be provided prior to the execution by the
1379 tenant of a written lease agreement or, in the case of an oral lease agreement, prior to occupancy
1380 by the tenant.

1381 B. Any tenant who is not provided the disclosure required by subsection A may terminate
1382 the lease agreement at any time within 60 days of discovery that the property was previously used

1383 ~~to manufacture methamphetamine and has not been cleaned up in accordance with the guidelines~~
1384 ~~established pursuant to § 32.1-11.7 by providing written notice to the landlord in accordance with~~
1385 ~~the lease or as required by law. Such termination shall be effective as of (i) 15 days after the date~~
1386 ~~of the mailing of the notice or (ii) the date through which rent has been paid, whichever is later.~~
1387 ~~In no event, however, shall the effective date of the termination exceed one month from the date~~
1388 ~~of mailing. Termination of the lease agreement shall be the exclusive remedy for the failure to~~
1389 ~~comply with the disclosure provisions required by this section and shall not affect any rights or~~
1390 ~~duties of the landlord or tenant arising under this chapter, other applicable law, or the rental~~
1391 ~~agreement.~~

1392 **Drafting note: Existing § 55-225.17 is proposed for deletion because it is identical in**
1393 **substance to proposed § 55.1-xxx [§ 55-248.12:3], which is located in Chapter XX [1]**
1394 **(VRLTA).**

1395 ~~§ 55-225.18. Retaliatory conduct prohibited.~~

1396 ~~A. Except as provided in this section, or as otherwise provided by law, a landlord may not~~
1397 ~~retaliate by increasing rent or decreasing services or by bringing or threatening to bring an action~~
1398 ~~for possession or by causing a termination of the rental agreement pursuant to § 55-222 or 55-~~
1399 ~~248.37 after he has knowledge that (i) the tenant has complained to a governmental agency~~
1400 ~~charged with responsibility for enforcement of a building or housing code of a violation applicable~~
1401 ~~to the premises materially affecting health or safety; (ii) the tenant has made a complaint to or~~
1402 ~~filed a suit against the landlord for a violation of any provision of this chapter; (iii) the tenant has~~
1403 ~~organized or become a member of a tenants' organization; or (iv) the tenant has testified in a court~~
1404 ~~proceeding against the landlord. However, the provisions of this subsection shall not be construed~~
1405 ~~to prevent the landlord from increasing rents to that charged on similar market rentals nor~~
1406 ~~decreasing services that shall apply equally to all tenants.~~

1407 ~~B. If the landlord acts in violation of this section, the tenant is entitled to the applicable~~
1408 ~~remedies provided for in this chapter, including recovery of actual damages, and may assert such~~

1409 retaliation as a defense in any action against him for possession. The burden of proving retaliatory
1410 intent shall be on the tenant.

1411 C. Notwithstanding subsections A and B, a landlord may terminate the rental agreement
1412 pursuant to § 55-222 or 55-248.37 and bring an action for possession if:

1413 1. Violation of the applicable building or housing code was caused primarily by lack of
1414 reasonable care by the tenant or a member of his household or a person on the premises with his
1415 consent;

1416 2. The tenant is in default in rent;

1417 3. Compliance with the applicable building or housing code requires alteration,
1418 remodeling or demolition that would effectively deprive the tenant of use of the dwelling unit; or

1419 4. The tenant is in default of a provision of the rental agreement materially affecting the
1420 health and safety of himself or others.

1421 D. The landlord may also terminate the rental agreement pursuant to § 55-222 or 55-
1422 248.37 for any other reason not prohibited by law unless the court finds that the reason for the
1423 termination was retaliation.

1424 **Drafting note: Existing § 55-225.18 is proposed for deletion because it is identical in**
1425 **substance to proposed § 55.1-xxx [§ 55-248.39], which is located in Chapter XX [1]**
1426 **(VRLTA).**

1427 § 55-225.19. Security deposits.

1428 A. A landlord may not demand or receive a security deposit, however denominated, in an
1429 amount or value in excess of two months' periodic rent. Upon termination of the tenancy, such
1430 security deposit, whether it is property or money held by the landlord as security as hereinafter
1431 provided, may be applied solely by the landlord (i) to the payment of accrued rent and including
1432 the reasonable charges for late payment of rent specified in the rental agreement; (ii) to the
1433 payment of the amount of damages which the landlord has suffered by reason of the tenant's
1434 noncompliance with § 55-225.4, less reasonable wear and tear; (iii) to other damages or charges
1435 as provided in the rental agreement; or (iv) to actual damages for breach of the rental agreement

1436 pursuant to ~~§ 55-225.48~~. The security deposit and any deductions, damages, and charges shall be
1437 itemized by the landlord in a written notice given to the tenant, together with any amount due the
1438 tenant, within 45 days after the termination of the tenancy. As of the date of the termination of
1439 the tenancy or the date the tenant vacates the dwelling unit, whichever shall occur last, the tenant
1440 shall be required to deliver possession of the dwelling unit to the landlord. If the termination date
1441 is prior to the expiration of the rental agreement or any renewal thereof, or the tenant has not given
1442 proper notice of termination of the rental agreement, the tenant shall be liable for actual damages
1443 pursuant to ~~§ 55-225.48~~, in which case, the landlord shall give written notice of the disposition of
1444 the security deposit within the 45-day period but may retain any security balance to apply against
1445 any financial obligations of the tenant to the landlord pursuant to this chapter or the rental
1446 agreement. If the tenant fails to vacate the dwelling unit as of the termination of the tenancy, the
1447 landlord may file an unlawful detainer action pursuant to ~~§ 8.01-126~~.

1448 Where there is more than one tenant subject to a rental agreement, unless otherwise agreed
1449 to in writing by each of the tenants, disposition of the security deposit shall be made with one
1450 check being payable to all such tenants and sent to a forwarding address provided by one of the
1451 tenants. The landlord shall make the security deposit disposition within the 45-day time period,
1452 but if no forwarding address is provided to the landlord, the landlord may continue to hold such
1453 security deposit in escrow. If a tenant fails to provide a forwarding address to the landlord to
1454 enable the landlord to make a refund of the security deposit, upon the expiration of one year from
1455 the date of the end of the 45-day time period, the landlord may remit such sum to the State
1456 Treasurer as unclaimed property on a form prescribed by the administrator that includes the name,
1457 social security number, if known, and the last known address of each tenant on the rental
1458 agreement. If the landlord or managing agent is a real estate licensee, compliance with this
1459 paragraph shall be deemed compliance with ~~§ 54.1-2108~~ and corresponding regulations of the
1460 Real Estate Board.

1461 Nothing in this section shall be construed by a court of law or otherwise as entitling the
1462 tenant, upon the termination of the tenancy, to an immediate credit against the tenant's delinquent

1463 ~~rent account in the amount of the security deposit. The landlord shall apply the security deposit~~
1464 ~~in accordance with this section within the 45-day time period. However, provided the landlord~~
1465 ~~has given prior written notice in accordance with this section, the landlord may withhold a~~
1466 ~~reasonable portion of the security deposit to cover an amount of the balance due on the water,~~
1467 ~~sewer, or other utility account that is an obligation of the tenant to a third-party provider under~~
1468 ~~the rental agreement for the dwelling unit, and upon payment of such obligations the landlord~~
1469 ~~shall provide written confirmation to the tenant within 10 days thereafter, along with payment to~~
1470 ~~the tenant of any balance otherwise due to the tenant. In order to withhold such funds as part of~~
1471 ~~the disposition of the security deposit, the landlord shall have so advised the tenant of his rights~~
1472 ~~and obligations under this section in (a) a termination notice to the tenant in accordance with this~~
1473 ~~chapter, (b) a vacating notice to the tenant in accordance with this section, or (c) a separate written~~
1474 ~~notice to the tenant at least 15 days prior to the disposition of the security deposit. Any written~~
1475 ~~notice to the tenant shall be given in accordance with the rental agreement or § 55-225.20.~~

1476 ~~The tenant may provide the landlord with written confirmation of the payment of the final~~
1477 ~~water, sewer, or other utility bill for the dwelling unit, in which case the landlord shall refund the~~
1478 ~~security deposit, unless there are other authorized deductions, within the 45-day period, or if the~~
1479 ~~tenant provides such written confirmation after the expiration of the 45-day period, the landlord~~
1480 ~~shall refund any remaining balance of the security deposit held to the tenant within 10 days~~
1481 ~~following the receipt of such written confirmation provided by the tenant. If the landlord otherwise~~
1482 ~~receives confirmation of payment of the final water, sewer, or other utility bill for the dwelling~~
1483 ~~unit, the landlord shall refund the security deposit, unless there are other authorized deductions,~~
1484 ~~within the 45-day period.~~

1485 ~~Nothing in this section shall be construed to prohibit the landlord from making the~~
1486 ~~disposition of the security deposit prior to the 45-day period and charging an administrative fee~~
1487 ~~to the tenant for such expedited processing, if the rental agreement so provides and the tenant~~
1488 ~~requests expedited processing in a separate written document.~~

~~1489 The landlord shall notify the tenant in writing of any deductions provided by this
1490 subsection to be made from the tenant's security deposit during the course of the tenancy. Such
1491 notification shall be made within 30 days of the date of the determination of the deduction and
1492 shall itemize the reasons in the same manner as provided in subsection B. Such notification shall
1493 not be required for deductions made less than 30 days prior to the termination of the rental
1494 agreement. If the landlord willfully fails to comply with this section, the court shall order the
1495 return of the security deposit to the tenant, together with actual damages and reasonable attorney
1496 fees, unless the tenant owes rent to the landlord, in which case, the court shall order an amount
1497 equal to the security deposit credited against the rent due to the landlord. In the event that damages
1498 to the premises exceed the amount of the security deposit and require the services of a third party
1499 contractor, the landlord shall give written notice to the tenant advising him of that fact within the
1500 45-day period. If notice is given as prescribed in this paragraph, the landlord shall have an
1501 additional 15-day period to provide an itemization of the damages and the cost of repair. This
1502 section shall not preclude the landlord or tenant from recovering other damages to which he may
1503 be entitled under this chapter. The holder of the landlord's interest in the premises at the time of
1504 the termination of the tenancy, regardless of how the interest is acquired or transferred, is bound
1505 by this section and shall be required to return any security deposit received by the original landlord
1506 that is duly owed to the tenant, whether or not such security deposit is transferred with the
1507 landlord's interest by law or equity, regardless of any contractual agreements between the original
1508 landlord and his successors in interest.~~

~~1509 B. The landlord shall:~~

~~1510 1. Maintain and itemize records for each tenant of all deductions from security deposits
1511 provided for under this section which the landlord has made by reason of a tenant's noncompliance
1512 with § 55-225.4, or for any reason set out herein, during the preceding two years; and~~

~~1513 2. Permit a tenant or his authorized agent or attorney to inspect such tenant's records of
1514 deductions at any time during normal business hours.~~

1515 ~~C. Upon request by the landlord to a tenant to vacate, or within five days after receipt of~~
1516 ~~notice by the landlord of the tenant's intent to vacate, the landlord shall provide written notice to~~
1517 ~~the tenant of the tenant's right to be present at the landlord's inspection of the dwelling unit for the~~
1518 ~~purpose of determining the amount of security deposit to be returned. If the tenant desires to be~~
1519 ~~present when the landlord makes the inspection, he shall so advise the landlord in writing who, in~~
1520 ~~turn, shall notify the tenant of the time and date of the inspection, which must be made within 72~~
1521 ~~hours of delivery of possession. Following the move-out inspection, the landlord shall provide the~~
1522 ~~tenant with a written security deposit disposition statement including an itemized list of damages.~~
1523 ~~If additional damages are discovered by the landlord after the security deposit disposition has~~
1524 ~~been made, nothing herein shall be construed to preclude the landlord from recovery of such~~
1525 ~~damages against the tenant, provided, however, that the tenant may present into evidence a copy~~
1526 ~~of the move-out report to support the tenant's position that such additional damages did not exist~~
1527 ~~at the time of the move-out inspection.~~

1528 ~~D. If the tenant has any assignee or sublessee, the landlord shall be entitled to hold a~~
1529 ~~security deposit from only one party in compliance with the provisions of this section.~~

1530 **Drafting note: Existing § 55-225.19 is proposed for deletion because it is identical in**
1531 **substance to proposed § 55.1-xxx [§ 55-248.15:1], which is located in Chapter XX [1]**
1532 **(VRLTA).**

1533 ~~§ 55-225.20. Notice.~~

1534 ~~A. As used in this chapter, "notice" means notice given in writing by either regular mail~~
1535 ~~or hand delivery, with the sender retaining sufficient proof of having given such notice, which~~
1536 ~~may be either a United States postal certificate of mailing or a certificate of service confirming~~
1537 ~~such mailing prepared by the sender. However, a person shall be deemed to have notice of a fact~~
1538 ~~if he has actual knowledge of it, he has received a verbal notice of it, or from all the facts and~~
1539 ~~circumstances known to him at the time in question, he has reason to know it exists. A person~~
1540 ~~"notifies" or "gives" a notice or notification to another by taking steps reasonably calculated to~~
1541 ~~inform another person whether or not the other person actually comes to know of it. If notice is~~

1542 ~~given that is not in writing, the person giving the notice has the burden of proof to show that the~~
1543 ~~notice was given to the recipient of the notice.~~

1544 ~~B. If the rental agreement so provides, the landlord and tenant may send notices in~~
1545 ~~electronic form, however any tenant who so requests may elect to send and receive notices in~~
1546 ~~paper form. If electronic delivery is used, the sender shall retain sufficient proof of the electronic~~
1547 ~~delivery, which may be an electronic receipt of delivery, a confirmation that the notice was sent~~
1548 ~~by facsimile, or a certificate of service prepared by the sender confirming the electronic delivery.~~

1549 ~~In the case of the landlord, notice is served on the landlord at his place of business where~~
1550 ~~the rental agreement was made, or at any place held out by the landlord as the place for receipt of~~
1551 ~~the communication.~~

1552 ~~C. In the case of the tenant, notice is served at the tenant's last known place of residence,~~
1553 ~~which may be the dwelling unit.~~

1554 ~~D. Notice, knowledge of a notice, or notification received by an organization is effective~~
1555 ~~for a particular transaction from the time it is brought to the attention of the person conducting~~
1556 ~~that transaction, or from the time it would have been brought to his attention if the organization~~
1557 ~~had exercised reasonable diligence.~~

1558 ~~E. No notice of termination of tenancy served upon a tenant by a public housing authority~~
1559 ~~organized under the Housing Authorities Law (§ 36-1 et seq.) of Title 36 shall be effective unless~~
1560 ~~it contains on its first page, in type no smaller or less legible than that otherwise used in the body~~
1561 ~~of the notice, the name, address, and telephone number of the legal services program, if any,~~
1562 ~~erving the jurisdiction wherein the premises are located.~~

1563 ~~F. The landlord may, in accordance with a written agreement, delegate to a managing~~
1564 ~~agent or other third party the responsibility of providing any written notice under this chapter. The~~
1565 ~~landlord may also engage an attorney at law to prepare or provide any written notice under this~~
1566 ~~chapter or legal process under Title 8.01. Nothing herein shall be construed to preclude the use of~~
1567 ~~an electronic signature as defined in § 59.1-480, or an electronic notarization as defined in § 47.1-~~
1568 ~~2, in any written notice under this chapter or legal process under Title 8.01.~~

1569 **Drafting note: Existing § 55-225.20 is proposed for deletion because it is identical in**
1570 **substance to proposed § 55.1-xxx [§ 55-248.6], which is located in Chapter XX [1] (VRLTA).**

1571 ~~§ 55-225.21. Application deposit and application fee.~~

1572 ~~A. Any landlord may require a refundable application deposit in addition to a~~
1573 ~~nonrefundable application fee. If the applicant fails to rent the unit for which application was~~
1574 ~~made, from the application deposit the landlord shall refund to the applicant within 20 days after~~
1575 ~~the applicant's failure to rent the unit or the landlord's rejection of the application all sums in~~
1576 ~~excess of the landlord's actual expenses and damages together with an itemized list of such~~
1577 ~~expenses and damages. If, however, the application deposit was made by cash, certified check,~~
1578 ~~cashier's check, or postal money order, such refund shall be made within 10 days of the applicant's~~
1579 ~~failure to rent the unit if the failure to rent is due to the landlord's rejection of the application. If~~
1580 ~~the landlord fails to comply with this section, the applicant may recover as damages suffered by~~
1581 ~~him that portion of the application deposit wrongfully withheld and reasonable attorney fees.~~

1582 ~~B. A landlord may charge an application fee as provided in this section and may request a~~
1583 ~~prospective tenant to provide information that will enable the landlord to make such~~
1584 ~~determination. The landlord may photocopy each applicant's driver's license or other similar photo~~
1585 ~~identification, containing either the applicant's social security number or control number issued~~
1586 ~~by the Department of Motor Vehicles pursuant to § 46.2-342. However, a landlord shall not~~
1587 ~~photocopy a U.S. government issued identification so long as to do so is a violation of 18 U.S.C.~~
1588 ~~Part I, Chapter 33, § 701. The landlord may require, for the purpose of determining whether each~~
1589 ~~applicant is eligible to become a tenant in the landlord's dwelling unit, that each applicant provide~~
1590 ~~a social security number issued by the U.S. Social Security Administration or an individual~~
1591 ~~taxpayer identification number issued by the U.S. Internal Revenue Service.~~

1592 ~~C. An application fee shall not exceed \$50, exclusive of any actual out-of-pocket expenses~~
1593 ~~paid by the landlord to a third party performing background, credit, or other pre-occupancy checks~~
1594 ~~on the applicant. However, where an application is being made for a dwelling unit which is a~~
1595 ~~public housing unit or other housing unit subject to regulation by the Department of Housing and~~

1596 ~~Urban Development, an application fee shall not exceed \$32, exclusive of any actual out-of-~~
1597 ~~pocket expenses paid to a third party by the landlord performing background, credit, or other pre-~~
1598 ~~occupancy checks on the applicant.~~

1599 **Drafting note: Existing § 55-225.21 is proposed for deletion because it is identical in**
1600 **substance to proposed § 55.1-xxx [§ 55-248.6:1], which is located in Chapter XX [1]**
1601 **(VRLTA).**

1602 ~~§ 55-225.22. Terms and conditions of rental agreement; copy for tenant; rental payments.~~

1603 ~~A. A landlord and tenant may include in a rental agreement terms and conditions not~~
1604 ~~prohibited by this chapter or other rule of law, including rent, charges for late payment of rent,~~
1605 ~~term of the agreement, automatic renewal of the rental agreement, requirements for notice of~~
1606 ~~intent to vacate or terminate the rental agreement, and other provisions governing the rights and~~
1607 ~~obligations of the parties.~~

1608 ~~B. In the absence of a rental agreement, the tenant shall pay as rent the fair rental value~~
1609 ~~for the use and occupancy of the dwelling unit.~~

1610 ~~C. Rent shall be payable without demand or notice at the time and place agreed upon by~~
1611 ~~the parties. Unless otherwise agreed, rent is payable at the place designated by the landlord, and~~
1612 ~~periodic rent is payable at the beginning of any term of one month or less and otherwise in equal~~
1613 ~~installments at the beginning of each month. If the landlord receives from a tenant a written~~
1614 ~~request for a written statement of charges and payments, he shall provide the tenant with a written~~
1615 ~~statement showing all debits and credits over the tenancy or the past 12 months, whichever is~~
1616 ~~shorter. The landlord shall provide such written statement within 10 business days of receiving~~
1617 ~~the request.~~

1618 ~~D. Unless the rental agreement fixes a definite term, the tenancy shall be week to week in~~
1619 ~~case of a roomer who pays weekly rent, and in all other cases month to month. Terminations of~~
1620 ~~tenancies shall be governed by § 55-225.38 unless the rental agreement provides for a different~~
1621 ~~notice period.~~

1622 ~~E. If the rental agreement contains any provision whereby the landlord may approve or~~
1623 ~~disapprove a sublessee or assignee of the tenant, the landlord shall within 10 business days of~~
1624 ~~receipt by him of the written application of the prospective sublessee or assignee, on a form to be~~
1625 ~~provided by the landlord, approve or disapprove the sublessee or assignee. Failure of the landlord~~
1626 ~~to act within 10 business days shall be deemed evidence of his approval.~~

1627 ~~F. A copy of any written rental agreement signed by both the tenant and the landlord shall~~
1628 ~~be provided to the tenant within one month of the effective date of the written rental agreement.~~
1629 ~~The failure of the landlord to deliver such a rental agreement shall not affect the validity of the~~
1630 ~~agreement.~~

1631 ~~G. No unilateral change in the terms of a rental agreement by a landlord or tenant shall be~~
1632 ~~valid unless (i) notice of the change is given in accordance with the terms of the rental agreement~~
1633 ~~or as otherwise required by law and (ii) both parties consent in writing to the change.~~

1634 **Drafting note: Existing § 55-225.22 is proposed for deletion because it is identical in**
1635 **substance to proposed § 55.1-xxx [§ 55-248.7], which is located in Chapter XX [1] (VRLTA).**

1636 ~~§ 55-225.22:1. Prohibited provisions in rental agreements.~~

1637 ~~A. A rental agreement shall not contain provisions that the tenant:~~

1638 ~~1. Agrees to waive or forego rights or remedies under this chapter;~~

1639 ~~2. Agrees to waive or forego rights or remedies pertaining to the 120-day conversion or~~
1640 ~~rehabilitation notice required in the Condominium Act (§ 55-79.39 et seq.), the Virginia Real~~
1641 ~~Estate Cooperative Act (§ 55-424 et seq.), or Chapter 13 (§ 55-217 et seq.), except where the~~
1642 ~~tenant is on a month-to-month lease pursuant to § 55-222;~~

1643 ~~3. Authorizes any person to confess judgment on a claim arising out of the rental~~
1644 ~~agreement;~~

1645 ~~4. Agrees to pay the landlord's attorney fees except as provided in this chapter;~~

1646 ~~5. Agrees to the exculpation or limitation of any liability of the landlord to the tenant~~
1647 ~~arising under law or to indemnify the landlord for that liability or the costs connected therewith;~~

1648 ~~6. Agrees as a condition of tenancy in public housing to a prohibition or restriction of any~~
1649 ~~lawful possession of a firearm within individual dwelling units unless required by federal law or~~
1650 ~~regulation; or~~

1651 ~~7. Agrees to both the payment of a security deposit and the provision of a bond or~~
1652 ~~commercial insurance policy purchased by the tenant to secure the performance of the terms and~~
1653 ~~conditions of a rental agreement, if the total of the security deposit and the bond or insurance~~
1654 ~~premium exceeds the amount of two months' periodic rent.~~

1655 ~~B. A provision prohibited by subsection A included in a rental agreement is unenforceable.~~
1656 ~~If a landlord brings an action to enforce any of the prohibited provisions, the tenant may recover~~
1657 ~~actual damages sustained by him and reasonable attorney fees.~~

1658 **Drafting note: Existing § 55-225.22:1 is proposed for deletion because it is identical**
1659 **in substance to proposed § 55.1-xxx [§ 55-248.9], which is located in Chapter XX [1]**
1660 **(VRLTA).**

1661 ~~§ 55-225.23. Prepaid rent; maintenance of escrow account.~~

1662 ~~A landlord and a tenant may agree in a rental agreement that the tenant pay prepaid rent.~~
1663 ~~If a landlord receives prepaid rent, it shall be placed in an escrow account in a federally insured~~
1664 ~~depository by the end of the fifth business day following receipt and shall remain in the account~~
1665 ~~until such time as the prepaid rent becomes due. Unless the landlord has otherwise become entitled~~
1666 ~~to receive any portion of the prepaid rent, it shall not be removed from the escrow account required~~
1667 ~~by this section without the written consent of the tenant.~~

1668 **Drafting note: Existing § 55-225.23 is proposed for deletion because it is identical in**
1669 **substance to proposed § 55.1-xxx [§ 55-248.7:1], which is located in Chapter XX [1]**
1670 **(VRLTA).**

1671 ~~§ 55-225.24. Landlord may obtain certain insurance for tenant.~~

1672 ~~A. Damage Insurance. A landlord may require as a condition of tenancy that a tenant have~~
1673 ~~commercial insurance coverage as specified in the rental agreement to secure the performance by~~
1674 ~~the tenant of the terms and conditions of the rental agreement and pay for the cost of premiums~~

1675 ~~for such insurance coverage obtained by the landlord, generally known as "damage insurance."~~
1676 ~~As provided in § 55-225.02, such payments shall not be deemed a security deposit, but shall be~~
1677 ~~rent. However, the landlord shall not require a tenant to pay both security deposits and the cost of~~
1678 ~~damage insurance premiums, if the total amount of any security deposits and damage insurance~~
1679 ~~premiums exceeds the amount of two months' periodic rent. The landlord shall notify a tenant in~~
1680 ~~writing that the tenant has the right to obtain a separate policy from the landlord's policy for~~
1681 ~~damage insurance. If a tenant elects to obtain a separate policy, the tenant shall submit to the~~
1682 ~~landlord written proof of such coverage and shall maintain such coverage at all times during the~~
1683 ~~term of the rental agreement. Where a landlord obtains damage insurance coverage on behalf of~~
1684 ~~a tenant, the insurance policy shall provide coverage for the tenant as an insured. The landlord~~
1685 ~~shall recover from the tenant the actual costs of such insurance coverage and may recover~~
1686 ~~administrative or other fees associated with administration of a damage insurance policy,~~
1687 ~~including a tenant opting out of the insurance coverage provided by the landlord pursuant to this~~
1688 ~~subsection. If a landlord obtains damage insurance for his tenants, the landlord shall provide to~~
1689 ~~each tenant, prior to execution of the rental agreement, a summary of the insurance policy or~~
1690 ~~certificate evidencing the coverage being provided and upon request of the tenant make available~~
1691 ~~a copy of the insurance policy.~~

1692 ~~B. Renter's Insurance. A landlord may require as a condition of tenancy that a tenant have~~
1693 ~~renter's insurance as specified in the rental agreement that is a combination multi-peril policy~~
1694 ~~containing fire, miscellaneous property, and personal liability coverage insuring personal property~~
1695 ~~located in residential units not occupied by the owner. A landlord may require a tenant to pay for~~
1696 ~~the cost of premiums for such insurance obtained by the landlord, to provide such coverage for~~
1697 ~~the tenant as part of rent or as otherwise provided herein. As provided in § 55-225.02, such~~
1698 ~~payments shall not be deemed a security deposit, but shall be rent. If the landlord requires that~~
1699 ~~such premiums be paid prior to the commencement of the tenancy, the total amount of all security~~
1700 ~~deposits and insurance premiums for damage insurance and renter's insurance shall not exceed~~
1701 ~~the amount of two months' periodic rent. Otherwise, the landlord may add a monthly amount as~~

1702 additional rent to recover the costs of such insurance coverage. The landlord shall notify a tenant
1703 in writing that the tenant has the right to obtain a separate policy from the landlord's policy for
1704 renter's insurance. If a tenant elects to obtain a separate policy, the tenant shall submit to the
1705 landlord written proof of such coverage and shall maintain such coverage at all times during the
1706 term of the rental agreement. If a tenant allows his renter's insurance policy required by the rental
1707 agreement to lapse for any reason, the landlord may provide any landlord's renter's insurance
1708 coverage to such tenant. The tenant shall be obligated to pay for the cost of premiums for such
1709 insurance as rent or as otherwise provided herein until the tenant has provided written
1710 documentation to the landlord showing that the tenant has reinstated his own renter's insurance
1711 coverage.

1712 C. Where a landlord obtains renter's insurance coverage on behalf of a tenant, the
1713 insurance policy shall provide coverage for the tenant as an insured. The landlord shall recover
1714 from the tenant the actual costs of such insurance coverage and may recover administrative or
1715 other fees associated with the administration of a renter's insurance program, including a tenant
1716 opting out of the insurance coverage provided to the tenant pursuant to this subsection. If a
1717 landlord obtains renter's insurance for his tenants, the landlord shall provide to each tenant, prior
1718 to execution of the rental agreement, a summary of the insurance policy prepared by the insurer
1719 or certificate evidencing the coverage being provided and upon request of the tenant make
1720 available a copy of the insurance policy.

1721 D. Nothing in this section shall be construed to prohibit the landlord from recovering from
1722 the tenant as part of the rent, the tenant's prorated share of the actual costs of other insurance
1723 coverages provided by the landlord relative to the premises, or the tenant's prorated share of a
1724 self insurance program held in an escrow account by the landlord, including the landlord's
1725 administrative or other fees associated with the administration of such coverages. The landlord
1726 may apply such funds held in escrow to pay claims pursuant to the landlord's self insurance plan.

1727 **Drafting note: Existing § 55-225.24 is proposed for deletion because it is identical in**
1728 **substance to proposed § 55.1-xxx [§ 55-248.7:2], which is located in Chapter XX [1]**
1729 **(VRLTA).**

1730 ~~§ 55-225.25. Effect of unsigned or undelivered rental agreement.~~

1731 ~~If the landlord does not sign and deliver a written rental agreement signed and delivered~~
1732 ~~to him by the tenant, acceptance of rent without reservation by the landlord gives the rental~~
1733 ~~agreement the same effect as if it had been signed and delivered by the landlord. If the tenant does~~
1734 ~~not sign and deliver a written rental agreement signed and delivered to him by the landlord,~~
1735 ~~acceptance of possession or payment of rent without reservation gives the rental agreement the~~
1736 ~~same effect as if it had been signed and delivered by the tenant. If a rental agreement, given effect~~
1737 ~~by the operation of this section, provides for a term longer than one year, it is effective for only~~
1738 ~~one year.~~

1739 **Drafting note: Existing § 55-225.25 is proposed for deletion because it is identical in**
1740 **substance to proposed § 55.1-xxx [§ 55-248.8], which is located in Chapter XX [1] (VRLTA).**

1741 ~~§ 55-225.26. Confidentiality of tenant records.~~

1742 ~~A. No landlord or managing agent shall release information about a tenant or prospective~~
1743 ~~tenant in the possession of the landlord to a third party unless:~~

1744 ~~1. The tenant or prospective tenant has given prior written consent;~~

1745 ~~2. The information is a matter of public record as defined in § 2.2-3701;~~

1746 ~~3. The information is a summary of the tenant's rent payment record, including the amount~~
1747 ~~of the tenant's periodic rent payment;~~

1748 ~~4. The information is a copy of a material noncompliance notice that has not been~~
1749 ~~remedied or termination notice given to the tenant under § 55-225.20 and the tenant did not remain~~
1750 ~~in the premises thereafter;~~

1751 ~~5. The information is requested by a local, state, or federal law enforcement or public~~
1752 ~~safety official in the performance of his duties;~~

1753 ~~6. The information is requested pursuant to a subpoena in a civil case;~~

1754 ~~7. The information is requested by a local commissioner of the revenue in accordance with~~
1755 ~~§ 58.1-3901;~~

1756 ~~8. The information is requested by a contract purchaser of the landlord's property, provided~~
1757 ~~that the contract purchaser agrees in writing to maintain the confidentiality of such information;~~

1758 ~~9. The information is requested by a lender of the landlord for financing or refinancing of~~
1759 ~~the property;~~

1760 ~~10. The information is requested by the commanding officer, military housing officer, or~~
1761 ~~military attorney of the tenant;~~

1762 ~~11. The third party is the landlord's attorney or the landlord's collection agency;~~

1763 ~~12. The information is otherwise provided in the case of an emergency;~~

1764 ~~13. The information is requested by the landlord to be provided to the managing agent, or~~
1765 ~~a successor to the managing agent; or~~

1766 ~~14. The information is requested by an employee or independent contractor of the United~~
1767 ~~States to obtain census information pursuant to federal law.~~

1768 ~~B. A tenant may designate a third party to receive duplicate copies of a summons that has~~
1769 ~~been issued pursuant to § 8.01-126 and of written notices from the landlord relating to the tenancy.~~

1770 ~~Where such a third party has been designated by the tenant, the landlord shall mail the duplicate~~
1771 ~~copy of any summons issued pursuant to § 8.01-126 or notice to the designated third party at the~~

1772 ~~same time the summons or notice is mailed to or served upon the tenant. Nothing in this subsection~~
1773 ~~shall be construed to grant standing to any third party designated by the tenant to challenge actions~~

1774 ~~of the landlord in which notice was mailed pursuant to this subsection. The failure of the landlord~~
1775 ~~to give notice to a third party designated by the tenant shall not affect the validity of any judgment~~

1776 ~~entered against the tenant.~~

1777 ~~C. A landlord or managing agent may enter into an agreement with a third party service~~
1778 ~~provider to maintain tenant records in electronic form or other medium. In such case, the landlord~~

1779 ~~and managing agent shall not be liable under this section in the event of a breach of the electronic~~
1780 ~~data of such third party service provider, except in the case of gross negligence or intentional act.~~

1781 Nothing herein shall be construed to require a landlord or managing agent to indemnify such third-
1782 party service provider.

1783 D. A tenant may request a copy of his tenant records in paper or electronic form. If the
1784 rental agreement so provides, a landlord may charge a tenant requesting more than one copy of
1785 his records the actual costs of preparing copies of such records. However, if the landlord makes
1786 available tenant records to each tenant by electronic portal, the tenant shall not be required to pay
1787 for access to such portal.

1788 **Drafting note: Existing § 55-225.26 is proposed for deletion because it is identical in**
1789 **substance to proposed § 55.1-xxx [§ 55-248.9:1], which is located in Chapter XX [1]**
1790 **(VRLTA).**

1791 ~~§ 55-225.27. Landlord and tenant remedies for abuse of access.~~

1792 ~~If the tenant refuses to allow lawful access, the landlord may obtain injunctive relief to~~
1793 ~~compel access or terminate the rental agreement. In either case, the landlord may recover actual~~
1794 ~~damages and reasonable attorney fees. If the landlord makes an unlawful entry or a lawful entry~~
1795 ~~in an unreasonable manner or makes repeated demands for entry that is otherwise lawful but that~~
1796 ~~have the effect of unreasonably harassing the tenant, the tenant may obtain injunctive relief to~~
1797 ~~prevent the recurrence of the conduct or terminate the rental agreement. In either case, the tenant~~
1798 ~~may recover actual damages and reasonable attorney fees.~~

1799 **Drafting note: Existing § 55-225.27 is proposed for deletion because it is identical in**
1800 **substance to proposed § 55.1-xxx [§ 55-248.10:1], which is located in Chapter XX [1]**
1801 **(VRLTA).**

1802 ~~§ 55-225.28. Actions to enforce remedies pertaining to residential tenancies.~~

1803 ~~In addition to any other remedies in this chapter, any person adversely affected by an act~~
1804 ~~or omission prohibited under this chapter may institute an action for injunction and damages~~
1805 ~~against the person responsible for such act or omission in the circuit court in the county or city in~~
1806 ~~which such act or omission occurred. If the court finds that the defendant was responsible for such~~

1807 ~~act or omission, it shall enjoin the defendant from continuance of such practice, and in its~~
1808 ~~discretion award the plaintiff damages as herein provided.~~

1809 **Drafting note: Existing § 55-225.28 is proposed for deletion because it is identical in**
1810 **substance to proposed § 55.1-xxx [§ 55-248.40], which is located in Chapter XX [1]**
1811 **(VRLTA).**

1812 ~~§ 55-225.29. Disclosure.~~

1813 ~~A. The landlord or any person authorized to enter into a rental agreement on his behalf~~
1814 ~~shall disclose to the tenant in writing at or before the commencement of the tenancy the name and~~
1815 ~~address of:~~

1816 ~~1. The person or persons authorized to manage the premises; and~~

1817 ~~2. An owner of the premises or any other person authorized to act for and on behalf of the~~
1818 ~~owner, for the purposes of service of process and receiving and receipting for notices and~~
1819 ~~demands.~~

1820 ~~B. In the event of the sale of the premises, the landlord shall notify the tenant of such sale~~
1821 ~~and disclose to the tenant the name and address of the purchaser and a telephone number at which~~
1822 ~~such purchaser can be located.~~

1823 ~~C. With respect to a multifamily dwelling unit, if an application for registration of the~~
1824 ~~rental property as a condominium or cooperative has been filed with the Real Estate Board, or if~~
1825 ~~there is within six months an existing plan for tenant displacement resulting from (i) demolition~~
1826 ~~or substantial rehabilitation of the property or (ii) conversion of the rental property to office, hotel,~~
1827 ~~or motel use or planned unit development, then the landlord or any person authorized to enter into~~
1828 ~~a rental agreement on his behalf shall disclose that information in writing to any prospective~~
1829 ~~tenant.~~

1830 ~~D. The information required to be furnished by this section shall be kept current, and this~~
1831 ~~section extends to and is enforceable against any successor landlord or owner. A person who fails~~
1832 ~~to comply with this section becomes an agent of each person who is a landlord for the purposes~~
1833 ~~of service of process and receiving and receipting for notices and demands.~~

1834 **Drafting note: Existing § 55-225.29 is proposed for deletion because it is identical in**
1835 **substance to proposed § 55.1-xxx [§ 55-248.12], which is located in Chapter XX [1]**
1836 **(VRLTA).**

1837 ~~§ 55-225.30. Notice to tenants for insecticide or pesticide use.~~

1838 ~~A. The landlord shall give written notice to the tenant no less than 48 hours prior to his~~
1839 ~~application of an insecticide or pesticide in the tenant's dwelling unit unless the tenant agrees to a~~
1840 ~~shorter notification period. If a tenant requests the application of the insecticide or pesticide, the~~
1841 ~~48-hour notice is not required. Tenants who have concerns about specific insecticides or pesticides~~
1842 ~~shall notify the landlord in writing no less than 24 hours before the scheduled insecticide or~~
1843 ~~pesticide application. The tenant shall prepare the dwelling unit for the application of insecticides~~
1844 ~~or pesticides in accordance with any written instructions of the landlord, and if insects or pests~~
1845 ~~are found to be present, follow any written instructions of the landlord to eliminate the insects or~~
1846 ~~pests following the application of insecticides or pesticides.~~

1847 ~~B. In addition, the landlord shall post notice of all insecticide or pesticide applications in~~
1848 ~~any common areas of the premises other than the dwelling units. Such notice shall consist of~~
1849 ~~conspicuous signs placed in or upon such premises where the insecticide or pesticide will be~~
1850 ~~applied at least 48 hours prior to the application.~~

1851 ~~C. A violation by the tenant of this section may be remedied by the landlord in accordance~~
1852 ~~with § 55-225.46 or by notice given by the landlord requiring the tenant to remedy under § 55-~~
1853 ~~225.43, as applicable.~~

1854 **Drafting note: Existing § 55-225.30 is proposed for deletion because it is identical in**
1855 **substance to proposed § 55.1-xxx [§ 55-248.13:3], which is located in Chapter XX [1]**
1856 **(VRLTA).**

1857 ~~§ 55-225.31. Limitation of liability.~~

1858 ~~Unless otherwise agreed, a landlord who conveys premises that include a dwelling unit~~
1859 ~~subject to a rental agreement in a good faith sale to a bona fide purchaser is relieved of liability~~
1860 ~~under the rental agreement and this chapter as to events occurring subsequent to notice to the~~

1861 ~~tenant of the conveyance. Unless otherwise agreed, a managing agent of premises that include a~~
1862 ~~dwelling unit is relieved of liability under the rental agreement and this chapter as to events~~
1863 ~~occurring after written notice to the tenant of the termination of his management.~~

1864 **Drafting note: Existing § 55-225.31 is proposed for deletion because it is identical in**
1865 **substance to proposed § 55.1-xxx [§ 55-248.14], which is located in Chapter XX [1]**
1866 **(VRLTA).**

1867 ~~§ 55-225.32. Tenancy at will; effect of notice of change of terms or provisions of tenancy.~~
1868 ~~A notice of any change by a landlord or tenant in any terms or provisions of a tenancy at~~
1869 ~~will shall constitute a notice to vacate the premises, and such notice of change shall be given in~~
1870 ~~accordance with the terms of the rental agreement, if any, or as otherwise required by law.~~

1871 **Drafting note: Existing § 55-225.32 is proposed for deletion because it is identical in**
1872 **substance to proposed § 55.1-xxx [§ 55-248.15], which is located in Chapter XX [1]**
1873 **(VRLTA).**

1874 ~~§ 55-225.33. Rules and regulations.~~

1875 ~~A. A landlord, from time to time, may adopt rules or regulations, however described,~~
1876 ~~concerning the tenant's use and occupancy of the dwelling unit or premises. Any such rule or~~
1877 ~~regulation is enforceable against the tenant only if:~~

1878 ~~1. Its purpose is to promote the convenience, safety, or welfare of the tenants in the~~
1879 ~~premises, preserve the landlord's property from abusive use, or make a fair distribution of services~~
1880 ~~and facilities held out for the tenants generally;~~

1881 ~~2. It is reasonably related to the purpose for which it is adopted;~~

1882 ~~3. It applies to all tenants in the premises in a fair manner;~~

1883 ~~4. It is sufficiently explicit in its prohibition, direction, or limitation of the tenant's conduct~~
1884 ~~to fairly inform him of what he must or must not do to comply;~~

1885 ~~5. It is not for the purpose of evading the obligations of the landlord; and~~

1886 ~~6. The tenant has been provided with a copy of the rules and regulations or changes thereto~~
1887 ~~at the time he enters into the rental agreement or when they are adopted.~~

1888 ~~B. A rule or regulation adopted, changed, or provided to the tenant after the tenant enters~~
1889 ~~into the rental agreement shall be enforceable against the tenant if reasonable notice of its adoption~~
1890 ~~or change has been given to the tenant and it does not work a substantial modification of his~~
1891 ~~bargain. If a rule or regulation is adopted or changed after the tenant enters into the rental~~
1892 ~~agreement that does work a substantial modification of his bargain, it shall not be valid unless the~~
1893 ~~tenant consents to it in writing.~~

1894 ~~C. Any court enforcing this chapter shall consider violations of the reasonable rules and~~
1895 ~~regulations imposed under this section as a breach of the rental agreement and grant the landlord~~
1896 ~~appropriate relief.~~

1897 **Drafting note: Existing § 55-225.33 is proposed for deletion because it is identical in**
1898 **substance to proposed § 55.1-xxx [§ 55-248.17], which is located in Chapter XX [1]**
1899 **(VRLTA).**

1900 ~~§ 55-225.34. Access; consent; correction of nonemergency conditions; relocation of~~
1901 ~~tenant.~~

1902 ~~A. The tenant shall not unreasonably withhold consent to the landlord to enter into the~~
1903 ~~dwelling unit in order to inspect the premises; make necessary or agreed repairs, decorations,~~
1904 ~~alterations, or improvements; supply necessary or agreed upon services; or exhibit the dwelling~~
1905 ~~unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors. If, upon~~
1906 ~~inspection of a dwelling unit during the term of a tenancy, the landlord determines there is a~~
1907 ~~violation by the tenant of § 55-225.4 or the rental agreement materially affecting health and safety~~
1908 ~~that can be remedied by repair, replacement of a damaged item, or cleaning in accordance with §~~
1909 ~~55-225.46, the landlord may make such repairs and send the tenant an invoice for payment. If,~~
1910 ~~upon inspection of the dwelling unit during the term of a tenancy, the landlord discovers a~~
1911 ~~violation of the rental agreement or other applicable law, the landlord may send a written notice~~
1912 ~~of termination pursuant to § 55-225.43. If the rental agreement so provides and if a tenant without~~
1913 ~~reasonable justification declines to permit the landlord or managing agent to exhibit the dwelling~~

1914 ~~unit for sale or lease, the landlord may recover damages, costs, and reasonable attorney fees~~
1915 ~~against such tenant.~~

1916 ~~The landlord may enter the dwelling unit without consent of the tenant in case of~~
1917 ~~emergency. The landlord shall not abuse the right of access or use it to harass the tenant. Except~~
1918 ~~in case of emergency or if it is impractical to do so, the landlord shall give the tenant notice of his~~
1919 ~~intent to enter and may enter only at reasonable times. Unless impractical to do so, the landlord~~
1920 ~~shall give the tenant at least 24 hours' notice of routine maintenance to be performed that has not~~
1921 ~~been requested by the tenant. If the tenant makes a request for maintenance, the landlord is not~~
1922 ~~required to provide notice to the tenant. During the pendency of an unlawful detainer filed by the~~
1923 ~~landlord against the tenant, the landlord may request the court to enter an order requiring the~~
1924 ~~tenant to provide the landlord access to such dwelling unit.~~

1925 ~~B. Upon the sole determination by the landlord of the existence of a nonemergency~~
1926 ~~property condition in the dwelling unit that requires the tenant to temporarily vacate the dwelling~~
1927 ~~unit in order for the landlord to properly remedy such property condition, the landlord may, upon~~
1928 ~~at least 30 days' written notice to the tenant, require the tenant to temporarily vacate the dwelling~~
1929 ~~unit for a period not to exceed 30 days to a comparable dwelling unit, or hotel, as selected by the~~
1930 ~~landlord and at no expense or cost to the tenant. The landlord shall not be required to pay for any~~
1931 ~~other expense of the tenant. The landlord and tenant may agree for the tenant to temporarily vacate~~
1932 ~~the dwelling unit in less than 30 days. For purposes of this subsection, "nonemergency property~~
1933 ~~condition" means (i) a condition in the dwelling unit that, in the determination of the landlord, is~~
1934 ~~necessary for the landlord to remedy in order for the landlord to be in compliance with § 55-225.3;~~
1935 ~~(ii) the condition does not need to be remedied within a 24-hour period, with any condition that~~
1936 ~~needs to be remedied within 24 hours being defined as an "emergency condition"; and (iii) the~~
1937 ~~condition can be effectively remedied only by the temporary relocation of the tenant pursuant to~~
1938 ~~the provisions of this subsection.~~

1939 ~~The tenant shall continue to be responsible for payment of rent under the rental agreement~~
1940 ~~during the period of any temporary relocation. The landlord shall pay all costs of repairs or~~

1941 remediation required to address the property condition. Refusal of the tenant to cooperate with a
1942 temporary relocation pursuant to this subsection shall be deemed a breach of the rental agreement,
1943 unless the tenant agrees to vacate the unit and terminate the rental agreement within the 30-day
1944 notice period. If the landlord properly remedies the nonemergency property condition within the
1945 30-day period, nothing herein shall be construed to entitle the tenant to terminate the rental
1946 agreement. Further, nothing herein shall be construed to limit the landlord from taking legal action
1947 against the tenant for any noncompliance that occurs during the period of any temporary
1948 relocation pursuant to this section.

1949 C. The landlord has no other right to access except by court order or that permitted by §§
1950 55-225.39 and 55-225.46 or if the tenant has abandoned or surrendered the premises.

1951 D. The tenant may install, within the dwelling unit, new burglary prevention, including
1952 chain latch devices approved by the landlord, and fire detection devices, that the tenant may
1953 believe necessary to ensure his safety, provided that:

- 1954 1. Installation does no permanent damage to any part of the dwelling unit;
- 1955 2. A duplicate of all keys and instructions for how to operate all devices are given to the
1956 landlord; and
- 1957 3. Upon termination of the tenancy, the tenant shall be responsible for payment to the
1958 landlord for reasonable costs incurred for the removal of all such devices and repairs to all
1959 damaged areas.

1960 **Drafting note: Existing § 55-225.34 is proposed for deletion because it is identical in**
1961 **substance to proposed § 55.1-xxx [§ 55-248.18], which is located in Chapter XX [1]**
1962 **(VRLTA).**

1963 § 55-225.35. Fire or casualty damage.

1964 If the dwelling unit or premises are damaged or destroyed by fire or casualty to an extent
1965 that the tenant's enjoyment of the dwelling unit is substantially impaired or required repairs can
1966 be accomplished only if the tenant vacates the dwelling unit, either the tenant or the landlord may
1967 terminate the rental agreement. The tenant may terminate the rental agreement by vacating the

1968 premises and, within 14 days thereafter, serving on the landlord a written notice of his intention
1969 to terminate the rental agreement, in which case the rental agreement terminates as of the date of
1970 vacating; or if continued occupancy is lawful, § 55-226 shall apply.

1971 The landlord may terminate the rental agreement by giving the tenant 14 days' notice of
1972 his intention to terminate the rental agreement based upon the landlord's determination that such
1973 damage requires the removal of the tenant and the use of the premises is substantially impaired,
1974 in which case the rental agreement terminates as of the expiration of the notice period.

1975 If the rental agreement is terminated, the landlord shall return all security deposits in
1976 accordance with § 55-225.19 and prepaid rent, plus accrued interest, recoverable by law unless
1977 the landlord reasonably believes that the tenant, tenant's guests, invitees, or authorized occupants
1978 were the cause of the damage or casualty, in which case the landlord shall provide a written
1979 statement to the tenant for the security and prepaid rent, plus accrued interest based upon the
1980 damage or casualty, and may recover actual damages sustained pursuant to § 55-225.48. Proration
1981 for rent in the event of termination or apportionment shall be made as of the date of the casualty.

1982 **Drafting note: Existing § 55-225.35 is proposed for deletion because it is identical in**
1983 **substance to proposed § 55.1-xxx [§ 55-248.24], which is located in Chapter XX [1]**
1984 **(VRLTA).**

1985 ~~§ 55-225.36. Use and occupancy by tenant.~~

1986 ~~Unless otherwise agreed, the tenant shall occupy his dwelling unit only as a residence.~~

1987 **Drafting note: Existing § 55-225.36 is proposed for deletion because it is identical in**
1988 **substance to proposed § 55.1-xxx [§ 55-248.19], which is located in Chapter XX [1]**
1989 **(VRLTA).**

1990 ~~§ 55-225.37. Tenant to surrender possession of dwelling unit.~~

1991 ~~At the termination of the term of tenancy, whether by expiration of the rental agreement~~
1992 ~~or by reason of default by the tenant, the tenant shall promptly vacate the premises, removing all~~
1993 ~~items of personal property and leaving the premises in good and clean order, reasonable wear and~~

1994 ~~tear excepted. If the tenant fails to vacate, the landlord may bring an action for possession and~~
1995 ~~damages, including reasonable attorney fees.~~

1996 **Drafting note: Existing § 55-225.37 is proposed for deletion because it is identical in**
1997 **substance to proposed § 55.1-xxx [§ 55-248.20], which is located in Chapter XX [1]**
1998 **(VRLTA).**

1999 ~~§ 55-225.38. Periodic tenancy; holdover remedies.~~

2000 ~~A. The landlord or the tenant may terminate a week to week tenancy by serving a written~~
2001 ~~notice on the other at least seven days prior to the next rent due date. The landlord or the tenant~~
2002 ~~may terminate a month to month tenancy by serving a written notice on the other at least 30 days~~
2003 ~~prior to the next rent due date, unless the rental agreement provides for a different notice period.~~
2004 ~~The landlord and the tenant may agree in writing to an early termination of a rental agreement. In~~
2005 ~~the event that no such agreement is reached, the provisions of § 55-225.48 shall control.~~

2006 ~~B. If the tenant remains in possession without the landlord's consent after expiration of the~~
2007 ~~term of the rental agreement or its termination, the landlord may bring an action for possession~~
2008 ~~and may also recover actual damages, reasonable attorney fees, and court costs, unless the tenant~~
2009 ~~proves by a preponderance of the evidence that the failure of the tenant to vacate the dwelling unit~~
2010 ~~as of the termination date was reasonable. The landlord may include in the rental agreement a~~
2011 ~~reasonable liquidated damage penalty, not to exceed an amount equal to 150 percent of the per~~
2012 ~~diem of the monthly rent, for each day the tenant remains in the dwelling unit after the termination~~
2013 ~~date specified in the landlord's notice. However, if the dwelling unit is a public housing unit or~~
2014 ~~other housing unit subject to regulation by the Department of Housing and Urban Development,~~
2015 ~~any liquidated damage penalty shall not exceed an amount equal to the per diem of the monthly~~
2016 ~~rent set out in the lease agreement. If the landlord consents to the tenant's continued occupancy,~~
2017 ~~§ 55-225.22 applies.~~

2018 ~~C. In the event of termination of a rental agreement and the tenant remains in possession~~
2019 ~~with the agreement of the landlord either as a hold-over tenant or a month to month tenant and~~
2020 ~~no new rental agreement is entered into, the terms of the terminated agreement shall remain in~~

2021 ~~effect and govern the hold-over or month-to-month tenancy, except that the amount of rent shall~~
2022 ~~be either as provided in the terminated rental agreement or the amount set forth in a written notice~~
2023 ~~to the tenant, provided that such new rent amount shall not take effect until the next rent due date~~
2024 ~~coming 30 days after the notice.~~

2025 **Drafting note: Existing § 55-225.38 is proposed for deletion because it is identical in**
2026 **substance to proposed § 55.1-xxx [§ 55-248.37], which is located in Chapter XX [1]**
2027 **(VRLTA).**

2028 ~~§ 55-225.39. Remedies for absence, nonuse and abandonment.~~

2029 ~~If the rental agreement requires the tenant to give notice to the landlord of an anticipated~~
2030 ~~extended absence in excess of seven days and the tenant fails to do so, the landlord may recover~~
2031 ~~actual damages from the tenant. During any absence of the tenant in excess of seven days, the~~
2032 ~~landlord may enter the dwelling unit at times reasonably necessary to protect his possessions and~~
2033 ~~property. The rental agreement is deemed to be terminated by the landlord as of the date of~~
2034 ~~abandonment by the tenant. If the landlord cannot determine whether the premises have been~~
2035 ~~abandoned by the tenant, the landlord shall serve written notice on the tenant in accordance with~~
2036 ~~§ 55-225.20 requiring the tenant to give written notice to the landlord within seven days that the~~
2037 ~~tenant intends to remain in occupancy of the premises. If the tenant gives such written notice to~~
2038 ~~the landlord, or if the landlord otherwise determines that the tenant remains in occupancy of the~~
2039 ~~premises, the landlord shall not treat the premises as having been abandoned. Unless the landlord~~
2040 ~~receives written notice from the tenant or otherwise determines that the tenant remains in~~
2041 ~~occupancy of the premises, upon the expiration of seven days from the date of the landlord's notice~~
2042 ~~to the tenant, there shall be rebuttable presumption that the premises have been abandoned by the~~
2043 ~~tenant and the rental agreement shall be deemed to terminate on that date. The landlord shall~~
2044 ~~mitigate damages in accordance with § 55-225.48.~~

2045 **Drafting note: Existing § 55-225.39 is proposed for deletion because it is identical in**
2046 **substance to proposed § 55.1-xxx [§ 55-248.33], which is located in Chapter XX [1]**
2047 **(VRLTA).**

2048 ~~§ 55-225.40. Disposal of property abandoned by tenants.~~

2049 ~~If any items of personal property are left in the dwelling unit, the premises, or in any~~
2050 ~~storage area provided by the landlord, after the rental agreement has terminated and delivery of~~
2051 ~~possession has occurred, the landlord may consider such property to be abandoned. The landlord~~
2052 ~~may dispose of the property so abandoned as the landlord sees fit or appropriate, provided that he~~
2053 ~~has (i) given a termination notice to the tenant in accordance with this chapter, which includes a~~
2054 ~~statement that any items of personal property left in the dwelling unit or the premises would be~~
2055 ~~disposed of within the 24-hour period after termination, (ii) given written notice to the tenant in~~
2056 ~~accordance with § 55-225.39, which includes a statement that any items of personal property left~~
2057 ~~in the dwelling unit or the premises would be disposed of within the 24-hour period after~~
2058 ~~expiration of the seven-day notice period, or (iii) given a separate written notice to the tenant,~~
2059 ~~which includes a statement that any items of personal property left in the dwelling unit or the~~
2060 ~~premises would be disposed of within 24 hours after expiration of a 10-day period from the date~~
2061 ~~such notice was given to the tenant. Any written notice to the tenant shall be given in accordance~~
2062 ~~with § 55-225.20. The tenant shall have the right to remove his personal property from the~~
2063 ~~dwelling unit or the premises at reasonable times during the 24-hour period after termination or~~
2064 ~~at such other reasonable times until the landlord has disposed of the remaining personal property~~
2065 ~~of the tenant.~~

2066 ~~During the 24-hour period and until the landlord disposes of the remaining personal~~
2067 ~~property of the tenant, the landlord shall not have any liability for the risk of loss for such personal~~
2068 ~~property. If the landlord fails to allow reasonable access to the tenant to remove his personal~~
2069 ~~property as provided in this section, the tenant shall have a right to injunctive or other relief as~~
2070 ~~provided by law. If the landlord received any funds from any sale of abandoned property as~~
2071 ~~provided in this section, the landlord shall pay such funds to the account of the tenant and apply~~
2072 ~~same to any amounts due the landlord by the tenant, including the reasonable costs incurred by~~
2073 ~~the landlord in selling, storing, or safekeeping such property. If any such funds are remaining after~~
2074 ~~application, the remaining funds shall be treated as a security deposit under the provisions of §~~

2075 ~~55-225.19. The provisions of this section shall not be applicable if the landlord has been granted~~
2076 ~~a writ of possession for the premises in accordance with Title 8.01 and execution of such writ has~~
2077 ~~been completed pursuant to § 8.01-470.~~

2078 **Drafting note: Existing § 55-225.40 is proposed for deletion because it is identical in**
2079 **substance to proposed § 55.1-xxx [§ 55-248.38:1], which is located in Chapter XX [1]**
2080 **(VRLTA).**

2081 ~~§ 55-225.41. Authority of sheriff to store and sell personal property removed from~~
2082 ~~residential premises; recovery of possession by owner; disposition or sale.~~

2083 ~~Notwithstanding the provisions of § 8.01-156, when personal property is removed from a~~
2084 ~~dwelling unit, the premises, or from any storage area provided by the landlord pursuant to an~~
2085 ~~action of unlawful detainer or ejectment, or pursuant to any other action in which personal~~
2086 ~~property is removed from the dwelling unit in order to restore the dwelling unit to the person~~
2087 ~~entitled thereto, the sheriff shall oversee the removal of such personal property to be placed into~~
2088 ~~the public way. The tenant shall have the right to remove his personal property from the public~~
2089 ~~way during the 24-hour period after eviction. Upon the expiration of the 24-hour period after~~
2090 ~~eviction, the landlord shall remove, or dispose of, any such personal property remaining in the~~
2091 ~~public way.~~

2092 ~~At the landlord's request, any personal property removed pursuant to this section shall be~~
2093 ~~placed into a storage area designated by the landlord, which may be the dwelling unit. The tenant~~
2094 ~~shall have the right to remove his personal property from the landlord's designated storage area at~~
2095 ~~reasonable times during the 24 hours after eviction from the landlord's or at such other reasonable~~
2096 ~~times until the landlord has disposed of the property as provided herein. During that 24-hour~~
2097 ~~period and until the landlord disposes of the remaining personal property of the tenant, the~~
2098 ~~landlord and the sheriff shall not have any liability for the risk of loss for such personal property.~~
2099 ~~If the landlord fails to allow reasonable access to the tenant to remove his personal property as~~
2100 ~~provided herein, the tenant shall have a right to injunctive or other relief as otherwise provided by~~
2101 ~~law.~~

2102 ~~Any property remaining in the landlord's storage area upon the expiration of the 24-hour~~
2103 ~~period after eviction may be disposed of by the landlord as the landlord sees fit or appropriate. If~~
2104 ~~the landlord receives any funds from any sale of such remaining property, the landlord shall pay~~
2105 ~~such funds to the account of the tenant and apply same to any amounts due the landlord by the~~
2106 ~~tenant, including the reasonable costs incurred by the landlord in the eviction process described~~
2107 ~~in this section or the reasonable costs incurred by the landlord in selling or storing such property.~~
2108 ~~If any funds are remaining after application, the remaining funds shall be treated as security~~
2109 ~~deposit under applicable law.~~

2110 ~~The notice posted by the sheriff setting the date and time of the eviction, pursuant to §~~
2111 ~~8.01-470, shall provide notice to the tenant of the rights afforded to tenants in this section and~~
2112 ~~shall include in the said notice a copy of this statute attached to, or made a part of, this notice.~~

2113 ~~Nothing herein shall affect the right of a landlord to enforce an inchoate or perfected lien~~
2114 ~~of the landlord on the personal property of a tenant: in a dwelling unit or on such premises leased~~
2115 ~~to such tenant; and the right of a landlord to distress, levy, and seize such personal property as~~
2116 ~~otherwise provided by law.~~

2117 **Drafting note: Existing § 55-225.41 is proposed for deletion because it is identical in**
2118 **substance to proposed § 55.1-xxx [§ 55-248.38:2], which is located in Chapter XX [1]**
2119 **(VRLTA).**

2120 ~~§ 55-225.42. Disposal of property of deceased tenants.~~

2121 ~~A. If a tenant who is the sole tenant under a written rental agreement still residing in the~~
2122 ~~dwelling unit dies, and there is no person authorized by order of the circuit court to handle probate~~
2123 ~~matters for the deceased tenant, the landlord may dispose of the personal property left in the~~
2124 ~~dwelling unit or upon the premises. However, the landlord shall give at least 10 days' written~~
2125 ~~notice to (i) the person identified in the rental application, lease agreement, or other landlord~~
2126 ~~document as the authorized person to contact in the event of the death or emergency of the tenant~~
2127 ~~or (ii) the tenant in accordance with § 55-225.20 if no such person is identified in the rental~~
2128 ~~application, lease agreement, or other landlord document as the authorized contact person. The~~

2129 notice given under clause (i) or (ii) shall include a statement that any items of personal property
2130 left in the premises would be treated as abandoned property and disposed of in accordance with
2131 the provisions of § 55-225.40, if not claimed within 10 days after written notice. Authorized
2132 occupants, or guests or invitees, are not allowed to occupy the dwelling unit after the death of the
2133 sole remaining tenant and shall vacate the dwelling unit prior to the end of such 10-day period.

2134 B. The landlord may request that such authorized contact person provide reasonable proof
2135 of identification. Thereafter, the authorized contact person identified in the rental application,
2136 lease agreement, or other landlord document may (i) have access to the dwelling unit or the
2137 premises and to the tenant records maintained by the landlord and (ii) rightfully claim the personal
2138 property of the deceased tenant and otherwise handle the affairs of the deceased tenant with the
2139 landlord.

2140 C. The rental agreement is deemed to be terminated by the landlord as of the date of death
2141 of the tenant who is the sole tenant under a written rental agreement still residing in the dwelling
2142 unit, and the landlord shall not be required to seek an order of possession from a court of
2143 competent jurisdiction. The estate of the tenant shall remain liable for actual damages under § 55-
2144 225.48, and the landlord shall mitigate damages as provided thereunder.

2145 **Drafting note: Existing § 55-225.42 is proposed for deletion because it is identical in**
2146 **substance to proposed § 55.1-xxx [§ 55-248.38:3], which is located in Chapter XX [1]**
2147 **(VRLTA).**

2148 § 55-225.43. Noncompliance with rental agreement; monetary penalty.

2149 A. Except as provided in this chapter, if there is a material noncompliance by the tenant
2150 with the rental agreement or a violation of § 55-225.4 materially affecting health and safety, the
2151 landlord may serve a written notice on the tenant specifying the acts and omissions constituting
2152 the breach and stating that the rental agreement will terminate upon a date not less than 30 days
2153 after receipt of the notice if the breach is not remedied in 21 days, and that the rental agreement
2154 shall terminate as provided in the notice.

2155 ~~B. If the breach is remediable by repairs or the payment of damages or otherwise and the~~
2156 ~~tenant adequately remedies the breach prior to the date specified in the notice, the rental agreement~~
2157 ~~shall not terminate.~~

2158 ~~C. If the tenant commits a breach that is not remediable, the landlord may serve a written~~
2159 ~~notice on the tenant specifying the acts and omissions constituting the breach and stating that the~~
2160 ~~rental agreement will terminate upon a date not less than 30 days after receipt of the notice.~~
2161 ~~Notwithstanding anything to the contrary contained elsewhere in this chapter, when a breach of~~
2162 ~~the tenant's obligations under this chapter or the rental agreement involves or constitutes a~~
2163 ~~criminal or a willful act that is not remediable and that poses a threat to health or safety, the~~
2164 ~~landlord may terminate the rental agreement immediately and proceed to obtain possession of the~~
2165 ~~premises. For purposes of this subsection, any illegal drug activity involving a controlled~~
2166 ~~substance, as used or defined by the Drug Control Act (§ 54.1-3400 et seq.), or any activity that~~
2167 ~~involves or constitutes a criminal or willful act that also poses a threat to health or safety, by the~~
2168 ~~tenant, the tenant's authorized occupants, or the tenant's guests or invitees shall constitute an~~
2169 ~~immediate nonremediable violation for which the landlord may proceed to terminate the tenancy~~
2170 ~~without the necessity of waiting for a conviction of any criminal offense that may arise out of the~~
2171 ~~same actions. In order to obtain an order of possession from a court of competent jurisdiction~~
2172 ~~terminating the tenancy for illegal drug activity or for any other activity that constitutes a criminal~~
2173 ~~or willful act that also poses a threat to health or safety, the landlord shall prove any such~~
2174 ~~violations by a preponderance of the evidence. However, where the illegal drug activity or any~~
2175 ~~other activity that involves or constitutes a criminal or willful act is engaged in by a tenant's~~
2176 ~~authorized occupants, or guests or invitees, the tenant shall be presumed to have knowledge of~~
2177 ~~such activities unless the presumption is rebutted by a preponderance of the evidence. The initial~~
2178 ~~hearing on the landlord's action for immediate possession of the premises shall be held within 15~~
2179 ~~calendar days from the date of service on the tenant; however, the court shall order an earlier~~
2180 ~~hearing when emergency conditions are alleged to exist upon the premises which constitute an~~
2181 ~~immediate threat to the health or safety of the other tenants. After the initial hearing, if the matter~~

2182 is scheduled for a subsequent hearing or for a contested trial, the court, to the extent practicable,
2183 shall order that the matter be given priority on the court's docket. Such subsequent hearing or
2184 contested trial shall be heard no later than 30 calendar days from the date of service on the tenant.
2185 During the interim period between the date of the initial hearing and the date of any subsequent
2186 hearing or contested trial, the court may afford any further remedy or relief as is necessary to
2187 protect the interests of parties to the proceeding or the interests of any other tenant residing on the
2188 premises. Failure by the court to hold either of the hearings within the time limits set out herein
2189 shall not be a basis for dismissal of the case.

2190 D. If the tenant is a victim of family abuse as defined in § 16.1-228 that occurred in the
2191 dwelling unit or on the premises and the perpetrator is barred from the dwelling unit pursuant to
2192 § 55-225.44 based upon information provided by the tenant to the landlord, or by a protective
2193 order from a court of competent jurisdiction pursuant to § 16.1-253.1, 16.1-279.1, or subsection
2194 B of § 20-103, the lease shall not terminate due solely to an act of family abuse against the tenant.
2195 However, these provisions shall not be applicable if (i) the tenant fails to provide written
2196 documentation corroborating the tenant's status as a victim of family abuse and the exclusion from
2197 the dwelling unit of the perpetrator no later than 21 days from the alleged offense or (ii) the
2198 perpetrator returns to the dwelling unit or the premises, in violation of a bar notice, and the tenant
2199 fails promptly to notify the landlord within 24 hours thereafter that the perpetrator has returned to
2200 the dwelling unit or the premises, unless the tenant proves by a preponderance of the evidence
2201 that the tenant had no actual knowledge that the perpetrator violated the bar notice, or it was not
2202 possible for the tenant to notify the landlord within 24 hours, in which case the tenant shall
2203 promptly notify the landlord, but in no event more than seven days thereafter. If the provisions of
2204 this subsection are not applicable, the tenant shall remain responsible for the acts of the other co-
2205 tenants, authorized occupants, or guests or invitees pursuant to § 55-225.4, and is subject to
2206 termination of the tenancy pursuant to the lease and this chapter.

2207 E. If the tenant has been served with a prior written notice that required the tenant to
2208 remedy a breach, and the tenant remedied such breach, where the tenant intentionally commits a

2209 subsequent breach of a like nature as the prior breach, the landlord may serve a written notice on
2210 the tenant specifying the acts and omissions constituting the subsequent breach, make reference
2211 to the prior breach of a like nature, and state that the rental agreement will terminate upon a date
2212 not less than 30 days after receipt of the notice.

2213 F. If rent is unpaid when due, and the tenant fails to pay rent within five days after written
2214 notice is served on him notifying the tenant of his nonpayment, and of the landlord's intention to
2215 terminate the rental agreement if the rent is not paid within the five-day period, the landlord may
2216 terminate the rental agreement and proceed to obtain possession of the premises as provided in §
2217 55-225.48. If a check for rent is delivered to the landlord drawn on an account with insufficient
2218 funds, or if an electronic funds transfer has been rejected because of insufficient funds or a stop-
2219 payment order has been placed in bad faith by the authorizing party, and the tenant fails to pay
2220 rent within five days after written notice is served on him notifying the tenant of his nonpayment
2221 and of the landlord's intention to terminate the rental agreement if the rent is not paid by cash,
2222 cashier's check, certified check, or a completed electronic funds transfer within the five-day
2223 period, the landlord may terminate the rental agreement and proceed to obtain possession of the
2224 premises as provided in § 55-225.48. Nothing shall be construed to prevent a landlord from
2225 seeking an award of costs or attorney fees under § 8.01-27.1 or civil recovery under § 8.01-27.2,
2226 as a part of other damages requested on the unlawful detainer filed pursuant to § 8.01-126,
2227 provided the landlord has given notice in accordance with § 55-225.20, which notice may be
2228 included in the five-day termination notice provided in accordance with this section.

2229 G. Except as provided in this chapter, the landlord may recover damages and obtain
2230 injunctive relief for any noncompliance by the tenant with the rental agreement or § 55-225.4. In
2231 the event of a breach of the rental agreement or noncompliance by the tenant, the landlord shall
2232 be entitled to recover from the tenant the following, regardless of whether or not a lawsuit is filed
2233 or an order obtained from a court: (i) rent due and owing as contracted for in the rental agreement,
2234 (ii) other charges and fees as contracted for in the rental agreement, (iii) late charges contracted
2235 for in the rental agreement, (iv) reasonable attorney fees as contracted for in the rental agreement

2236 or as provided by law, (v) costs of the proceeding as contracted for in the rental agreement or as
2237 provided by law only if court action has been filed, and (vi) damages to the dwelling unit or
2238 premises as contracted for in the rental agreement.

2239 H. In a case where a lawsuit is pending before the court upon a breach of the rental
2240 agreement or noncompliance by the tenant and the landlord prevails, the court shall award a
2241 money judgment to the landlord and against the tenant for the relief requested, which may include
2242 the following: (i) rent due and owing as of the court date as contracted for in the rental agreement;
2243 (ii) other charges and fees as contracted for in the rental agreement; (iii) late charges contracted
2244 for in the rental agreement; (iv) reasonable attorney fees as contracted for in the rental agreement
2245 or as provided by law, unless in any such action the tenant proves by a preponderance of the
2246 evidence that the tenant's failure to pay rent or vacate was reasonable; (v) costs of the proceeding
2247 as contracted for in the rental agreement or as provided by law; and (vi) damages to the dwelling
2248 unit or premises.

2249 **Drafting note: Existing § 55-225.43 is proposed for deletion because it is identical in**
2250 **substance to proposed § 55.1-xxx [§ 55-248.31], which is located in Chapter XX [1]**
2251 **(VRLTA).**

2252 § 55-225.44. Barring guest or invitee of tenants.

2253 A. A guest or invitee of a tenant may be barred from the premises by the landlord upon
2254 written notice served personally upon the guest or invitee of the tenant for conduct on the
2255 landlord's property where the premises are located that violates the terms and conditions of the
2256 rental agreement, a local ordinance, or a state or federal law. A copy of the notice must be served
2257 upon the tenant in accordance with this chapter. The notice shall describe the conduct of the guest
2258 or invitee that is the basis for the landlord's action.

2259 B. In addition to the remedies against the tenant authorized by this chapter, a landlord may
2260 apply to the magistrate for a warrant for trespass, provided that the guest or invitee has been served
2261 in accordance with subsection A.

2262 C. The tenant may file a tenant's assertion, in accordance with ~~§ 55-225.12~~, requesting that
2263 the general district court review the landlord's action to bar the guest or invitee.

2264 **Drafting note: Existing § 55-225.44 is proposed for deletion because it is identical in**
2265 **substance to proposed § 55.1-xxx [§ 55-248.31:01], which is located in Chapter XX [1]**
2266 **(VRLTA).**

2267 ~~§ 55-225.45. Sheriff authorized to serve certain notices; fees therefor.~~

2268 ~~The sheriff of any county or city, upon request, may deliver any notice to a tenant on~~
2269 ~~behalf of a landlord or lessor under the provisions of § 55-225.20. For this service, the sheriff~~
2270 ~~shall be allowed a fee not to exceed \$12.~~

2271 **Drafting note: Existing § 55-225.45 is proposed for deletion because it is identical in**
2272 **substance to proposed § 55.1-xxx [§ 55-248.31:1], which is located in Chapter XX [1]**
2273 **(VRLTA).**

2274 ~~§ 55-225.46. Remedy by repair, etc.; emergencies.~~

2275 ~~If there is a violation by the tenant of § 55-225.4 or the rental agreement materially~~
2276 ~~affecting health and safety that can be remedied by repair, replacement of a damaged item, or~~
2277 ~~cleaning, the landlord shall send a written notice to the tenant specifying the breach and stating~~
2278 ~~that the landlord will enter the dwelling unit and perform the work in a workmanlike manner, and~~
2279 ~~submit an itemized bill for the actual and reasonable cost therefor to the tenant, which shall be~~
2280 ~~due as rent on the next rent due date, or if the rental agreement has terminated, for immediate~~
2281 ~~payment.~~

2282 ~~In case of emergency the landlord may, as promptly as conditions require, enter the~~
2283 ~~dwelling unit, perform the work in a workmanlike manner, and submit an itemized bill for the~~
2284 ~~actual and reasonable cost therefor to the tenant, which shall be due as rent on the next rent due~~
2285 ~~date, or if the rental agreement has terminated, for immediate payment.~~

2286 ~~The landlord may perform the repair, replacement, or cleaning or may engage a third party~~
2287 ~~to do so.~~

2288 **Drafting note: Existing § 55-225.46 is proposed for deletion because it is identical in**
2289 **substance to proposed § 55.1-xxx [§ 55-248.32], which is located in Chapter XX [1]**
2290 **(VRLTA).**

2291 ~~§ 55-225.47. Landlord's acceptance of rent with reservation.~~

2292 ~~A. The landlord may accept full or partial payment of all rent and receive an order of~~
2293 ~~possession from a court of competent jurisdiction pursuant to an unlawful detainer action filed~~
2294 ~~under Article 13 (§ 8.01-124 et seq.) of Chapter 3 of Title 8.01 and proceed with eviction under~~
2295 ~~§ 55-225.41, provided that the landlord has stated in a written notice to the tenant that any and all~~
2296 ~~amounts owed to the landlord by the tenant, including payment of any rent, damages, money~~
2297 ~~judgment, award of attorney fees, and court costs, would be accepted with reservation and would~~
2298 ~~not constitute a waiver of the landlord's right to evict the tenant from the dwelling unit. Such~~
2299 ~~notice may be included in a written termination notice given by the landlord to the tenant in~~
2300 ~~accordance with § 55-225.43, and if so included, nothing herein shall be construed by a court of~~
2301 ~~law or otherwise as requiring such landlord to give the tenant subsequent written notice. If the~~
2302 ~~dwelling unit is a public housing unit or other housing unit subject to regulation by the Department~~
2303 ~~of Housing and Urban Development, nothing herein shall be construed to require that written~~
2304 ~~notice be given to any public agency paying a portion of the rent under the rental agreement. If a~~
2305 ~~landlord enters into a new written rental agreement with the tenant prior to eviction, an order of~~
2306 ~~possession obtained prior to the entry of such new rental agreement is not enforceable.~~

2307 ~~B. However, the tenant may pay or present to the court a redemption tender for payment~~
2308 ~~of all rent due and owing as of the return date, including late charges, attorney fees, and court~~
2309 ~~costs, at or before the first return date on an action for unlawful detainer. For purposes of this~~
2310 ~~section, "redemption tender" means a written commitment to pay all rent due and owing as of the~~
2311 ~~return date, including late charges, attorney fees, and court costs, by a local government or~~
2312 ~~nonprofit entity within 10 days of said return date.~~

2313 ~~C. If the tenant presents a redemption tender to the court at the return date, the court shall~~
2314 ~~continue the action for unlawful detainer for 10 days following the return date for payment to the~~

2315 ~~landlord of all rent due and owing as of the return date, including late charges, attorney fees, and~~
2316 ~~court costs and dismissal of the action upon such payment. Should the landlord not receive full~~
2317 ~~payment of all rent due and owing as of the return date, including late charges, attorney fees, and~~
2318 ~~court costs, within 10 days of the return date, the court shall, without further evidence, grant to~~
2319 ~~the landlord judgment for all amounts due and immediate possession of the premises.~~

2320 ~~D. In cases of unlawful detainer, a tenant may pay the landlord or his attorney or pay into~~
2321 ~~court all (i) rent due and owing as of the court date as contracted for in the rental agreement, (ii)~~
2322 ~~other charges and fees as contracted for in the rental agreement, (iii) late charges contracted for~~
2323 ~~in the rental agreement, (iv) reasonable attorney fees as contracted for in the rental agreement or~~
2324 ~~as provided by law, and (v) costs of the proceeding as provided by law, at which time the unlawful~~
2325 ~~detainer proceeding shall be dismissed. A tenant may invoke the rights granted in this section no~~
2326 ~~more than one time during any 12-month period of continuous residency in the dwelling unit,~~
2327 ~~regardless of the term of the rental agreement or any renewal term thereof.~~

2328 **Drafting note: Existing § 55-225.47 is proposed for deletion because it is identical in**
2329 **substance to proposed § 55.1-xxx [§ 55-248.34:1], which is located in Chapter XX [1]**
2330 **(VRLTA).**

2331 ~~§ 55-225.48. Remedy after termination.~~

2332 ~~If the rental agreement is terminated, the landlord may have a claim for possession and for~~
2333 ~~rent and a separate claim for actual damages for breach of the rental agreement, reasonable~~
2334 ~~attorney fees as provided in § 55-225.43, and the cost of service of any notice under § 55-225.20~~
2335 ~~or process by a sheriff or private process server, which cost shall not exceed the amount authorized~~
2336 ~~by § 55-225.41, which claims may be enforced, without limitation, by the institution of an action~~
2337 ~~for unlawful entry or detainer. Actual damages for breach of the rental agreement may include a~~
2338 ~~claim for such rent as would have accrued until the expiration of the term thereof or until a tenancy~~
2339 ~~pursuant to a new rental agreement commences, whichever first occurs, provided that nothing~~
2340 ~~herein contained shall diminish the duty of the landlord to mitigate actual damages for breach of~~
2341 ~~the rental agreement. In obtaining post-possession judgments for actual damages as defined~~

2342 herein, the landlord shall not seek a judgment for accelerated rent through the end of the term of
2343 the tenancy.

2344 In any unlawful detainer action brought by the landlord, this section shall not be construed
2345 to prevent the landlord from being granted by the court a simultaneous judgment for money due
2346 and for possession of the premises without a credit for any security deposit. Upon the tenant's
2347 vacating the premises either voluntarily or by a writ of possession, security deposits shall be
2348 credited to the tenant's account by the landlord in accordance with the requirements of § 55-
2349 225.19.

2350 **Drafting note: Existing § 55-225.48 is proposed for deletion because it is identical in**
2351 **substance to proposed § 55.1-xxx [§ 55-248.35], which is located in Chapter XX [1]**
2352 **(VRLTA).**

2353 ~~§ 55-225.49. Early termination of rental agreement by military personnel.~~

2354 ~~A. Any member of the Armed Forces of the United States or a member of the National~~
2355 ~~Guard serving on full-time duty or as a Civil Service technician with the National Guard may,~~
2356 ~~through the procedure detailed in subsection B, terminate his rental agreement if the member (i)~~
2357 ~~has received permanent change of station orders to depart 35 miles or more (radius) from the~~
2358 ~~location of the dwelling unit; (ii) has received temporary duty orders in excess of three months'~~
2359 ~~duration to depart 35 miles or more (radius) from the location of the dwelling unit; (iii) is~~
2360 ~~discharged or released from active duty with the Armed Forces of the United States or from his~~
2361 ~~full-time duty or technician status with the National Guard; or (iv) is ordered to report to~~
2362 ~~government-supplied quarters resulting in the forfeiture of basic allowance for quarters.~~

2363 ~~B. Tenants who qualify to terminate a rental agreement pursuant to subsection A shall do~~
2364 ~~so by serving on the landlord a written notice of termination to be effective on a date stated therein,~~
2365 ~~such date to be not less than 30 days after the first date on which the next rental payment is due~~
2366 ~~and payable after the date on which the written notice is given. The termination date shall be no~~
2367 ~~more than 60 days prior to the date of departure necessary to comply with the official orders or~~
2368 ~~any supplemental instructions for interim training or duty prior to the transfer. Prior to the~~

2369 ~~termination date, the tenant shall furnish the landlord with a copy of the official notification of~~
2370 ~~the orders or a signed letter confirming the orders from the tenant's commanding officer.~~

2371 ~~The landlord may not charge any liquidated damages.~~

2372 ~~C. Nothing in this section shall affect the tenant's obligations established by § 55-225.4.~~

2373 **Drafting note: Existing § 55-225.49 is proposed for deletion because it is identical in**
2374 **substance to proposed § 55.1-xxx [§ 55-248.21:1], which is located in Chapter XX [1]**
2375 **(VRLTA).**

2376 ~~§ 55-225.50. Failure to deliver possession.~~

2377 ~~If the landlord willfully fails to deliver possession of the dwelling unit to the tenant, rent~~
2378 ~~abates until possession is delivered and the tenant may (i) terminate the rental agreement upon at~~
2379 ~~least five days' written notice to the landlord and, upon termination, the landlord shall return all~~
2380 ~~prepaid rent and security deposits or (ii) demand performance of the rental agreement by the~~
2381 ~~landlord. If the tenant elects, he may file an action for possession of the dwelling unit against the~~
2382 ~~landlord or any person wrongfully in possession and recover the damages sustained by him. If a~~
2383 ~~person's failure to deliver possession is willful and not in good faith, an aggrieved person may~~
2384 ~~recover from that person the actual damages sustained by him and reasonable attorney fees.~~

2385 **Drafting note: Existing § 55-225.50 is proposed for deletion because it is identical in**
2386 **substance to proposed § 55.1-xxx [§ 55-248.22], which is located in Chapter XX [1]**
2387 **(VRLTA).**

2388 #