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SUBTITLE III.

RENTAL CONVEYANCES.

Drafting note: Proposed Subtitle III is created to logically reorganize all provisions relating to rental conveyances in two parts: proposed Part A, Residential Tenancies, and proposed Part B, Other Tenancies.

PART A.

RESIDENTIAL TENANCIES.

Drafting note: Proposed Part A is created to logically reorganize all provisions relating to residential tenancies in three chapters: parts of existing Chapters 13 and 13.2 are logically reorganized as proposed Chapter XX [1], General Provisions; parts of existing Chapter 13.2 are retained as proposed Chapter XX [2], the Virginia Residential Landlord and Tenant Act; and parts of existing Chapter 13 are retained as proposed Chapter XX [3], Other Residential Tenancies.

CHAPTER XX. [1]

GENERAL PROVISIONS.

Drafting note: Parts of existing Chapters 13 and 13.2 are logically reorganized as proposed Chapter XX [1] of Part A, which consolidates general provisions that apply to all residential tenancies and is divided into the following proposed articles: Article 1, In General; Article 2, Assignments; Article 3, Landlord Obligations; Article 4, Tenant Obligations; Article 5, Tenant Remedies; and Article 6, Landlord Remedies.

Article 1.

In General.

Drafting note: Proposed Article 1 consolidates existing definitions and sections from existing Chapters 13 and 13.2 that are generally applicable to all residential tenancies.

§~~55-248.4~~ 55.1-xxx. Definitions.

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

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

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

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

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

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

50 "Building or housing code" means any law, ordinance, or governmental regulation
51 concerning fitness for habitation; or the construction, maintenance, operation, occupancy, use, or
52 appearance of any structure or that part of a structure that is used as a home, residence, or

53 sleeping place, by one person who maintains a household or by two or more persons who
54 maintain a common household.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

103 "Multifamily dwelling unit," means a building or structure that is designed to consist of
104 four or more dwelling units.

105 "Natural person," wherever ~~the chapter Part A~~ refers to an owner as a "natural person,"
106 includes co-owners who are natural persons, either as tenants in common, joint tenants, tenants

107 in partnership, tenants by the entirety, trustees or beneficiaries of a trust, general partnerships,
108 limited liability partnerships, registered limited liability partnerships or limited liability
109 companies, or any other lawful combination of natural persons permitted by law.

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

120 "Organization" means a corporation, government, governmental subdivision or agency,
121 business trust, estate, trust, partnership, or association; two or more persons having a joint or
122 common interest, ~~or~~ any combination thereof; and any other legal or commercial entity.

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

- 125 1. All or part of the legal title to the property; or
126 2. All or part of the beneficial ownership and a right to present use and enjoyment of the
127 premises, ~~and the term includes a mortgagee in possession.~~

128 "Person" means any individual, group of individuals, corporation, partnership, business
129 trust, association, or other legal entity, or any combination thereof.

130 "Premises" means a dwelling unit and the structure of which it is a part ~~and~~ facilities
131 and appurtenances contained therein, and grounds, areas, and facilities held out for the use of
132 tenants generally or whose use is promised to the tenant.

133 "Processing fee for payment of rent with bad check" means the processing fee specified
134 in the rental agreement, not to exceed \$50, assessed by a landlord against a tenant for payment
135 of rent with a check drawn by the tenant on which payment has been refused by the payor bank
136 because the drawer had no account or insufficient funds.

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

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

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

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

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

160 "Roomer" means a person occupying a dwelling unit that lacks a major bathroom or
161 kitchen facility, in a structure where one or more major facilities are used in common by
162 occupants of the dwelling unit and other dwelling units. "Major facility" in the case of a
163 bathroom means a toilet, and either a bath or shower, and in the case of a kitchen means a
164 refrigerator, stove, or sink.

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

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

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

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

184 "Tenant records" means all information, including financial, maintenance, and other
185 records, about a tenant or prospective tenant, whether such information is in written or

186 | electronic form or any other medium. ~~A tenant may request copies of his tenant records pursuant~~
187 | ~~to § 55-248.9:1.~~

188 | "Utility" means electricity, natural gas, or water and sewer provided by a public service
189 | corporation or such other person providing utility services as permitted under § 56-1.2. If the
190 | rental agreement so provides, a landlord may use submetering equipment or energy allocation
191 | equipment as defined in § 56-245.2; or a ratio utility billing system as defined in § ~~55-226.2~~
192 | 55.1-xxx.

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

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

204 | **Drafting note: Definitions from existing § 55-248.4 are relocated from the Virginia**
205 | **Residential Landlord and Tenant Act (VRLTA) (§ 55-248.2 et seq.) to this proposed**
206 | **chapter because they apply to all residential tenancies. In the definitions of "action,"**
207 | **"without limitation" is removed following the term "including" on the basis of § 1-218,**
208 | **which states that throughout the Code "'Includes' means includes, but not limited to."**
209 | **Language in the definition of "application fee" pertaining to the amount of such fee is**
210 | **stricken and relocated to proposed § 55.1-xxx [§ 55-248.6:1] because it is applicable only to**
211 | **application fees for tenancies governed by the VRLTA. The definition for "community**
212 | **land trust" is relocated from existing § 55-221.1. In the definition of "dwelling unit," "but**

213 not limited to" is removed following the term "including" on the basis of § 1-218, which
214 states that throughout the Code "'Includes' means, includes, but not limited to." The
215 definition of "essential service" is added on the basis of the list of essential services in
216 existing § 55-248.23. In the definition of "guest or invitee," the phrase "person authorized
217 by the landlord to occupy the premises" is replaced with the defined term "authorized
218 occupant." In the definition of "Mold remediation in accordance with professional
219 standards," the references to guide documents were updated to reflect the current titles.
220 The definition of "multifamily dwelling unit" is added to clarify applicability of this
221 chapter to certain types of residential tenancies and is based on the definition in the
222 Uniform Statewide Building Code. In the definition of "notice," reference to a U.S. postal
223 certificate of mailing is stricken because that type of certificate is no longer in use.
224 Language in the definition of "rental application" pertaining to application fees and
225 identification is stricken and relocated to proposed § 55.1-xxx [§ 55-248.6:1] because it is
226 applicable only to rental agreements for tenancies governed by the VRLTA. The definition
227 of "residential tenancy" is added for clarity in determining the applicability of proposed
228 Part A. The last sentence in the definition of "tenant records" is stricken because its
229 provisions are contained in current law in subsection D of proposed § 55.1-xxx [§ 55-
230 248.9:1] and it is applicable only to tenancies governed by the VRLTA. The last sentence
231 in the definition of "written notice" is relocated to proposed § 55.1-xxx [§ 55-248.6], which
232 contains all provisions related to service of notice for tenancies governed by the VRLTA.
233 Technical changes are made.

234 ~~§ 55-221.1. Community land trusts not considered landlords.~~

235 ~~For the purposes of this chapter, the term "landlord" shall not include a community land~~
236 ~~trust. "Community land trust" means a community housing development organization whose (i)~~
237 ~~corporate membership is open to any adult resident or organization of a particular geographic~~
238 ~~area specified in the bylaws of the organization and (ii) board of directors includes a majority of~~
239 ~~members who are elected by the corporate membership and are composed of lessees, corporate~~

240 ~~members who are not lessees, and any other category of persons specified in the bylaws of the~~
241 ~~organization and that:~~

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

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

245 ~~3. Transfers ownership of any structural improvements located on such leased parcels to~~
246 ~~the lessee; and~~

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

250 **Drafting note: Existing § 55-221.1 is logically relocated to two proposed sections:**
251 **The definition of "community land trust" is relocated to proposed § 55.1-xxx[previous**
252 **section] (Definitions), and the first sentence of existing § 55-221.1 is restated as proposed**
253 **subdivision A 7 of § 55.1-xxx[next section] (Applicability), excluding occupancy in a**
254 **community land trust from residential rental tenancies.**

255 ~~§ 55-225.8. Residential dwelling units subject to this chapter; definitions; exceptions;~~
256 ~~application to certain occupants.~~

257 ~~A. As used in this chapter, the following definitions apply:~~

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

261 ~~"Dwelling unit" or "residential dwelling unit" means a single-family residence where~~
262 ~~one or more persons maintain a household, including a manufactured home. Dwelling unit or~~
263 ~~residential dwelling unit shall not include:~~

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

266 ~~2. Occupancy by a member of a fraternal or social organization in the portion of a~~
267 ~~structure operated for the benefit of the organization;~~

268 ~~3. Occupancy in a hotel, motel, extended stay facility, vacation residential facility,~~
269 ~~boardinghouse, or similar lodging as provided in subsection B;~~

270 ~~4. Occupancy by an owner of a condominium unit or a holder of a proprietary lease in a~~
271 ~~cooperative;~~

272 ~~5. Occupancy under a rental agreement covering premises used by the occupant~~
273 ~~primarily in connection with business, commercial, or agricultural purposes; and~~

274 ~~6. Occupancy in a campground as defined in § 35.1-1.~~

275 ~~"Guest or invitee" means a person, other than the tenant or person authorized by the~~
276 ~~landlord to occupy the dwelling unit, who has the permission of the tenant to visit but not to~~
277 ~~occupy the premises.~~

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

281 ~~"Landlord" means the owner or lessor of the dwelling unit or the building of which such~~
282 ~~dwelling unit is a part. "Landlord" also includes a managing agent of the premises who fails to~~
283 ~~disclose the name of such owner, lessor, or sublessor. Such managing agent shall be subject to~~
284 ~~the provisions of § 16.1-88.03.~~

285 ~~"Managing agent" means a person authorized by the landlord to act on behalf of the~~
286 ~~landlord under an agreement.~~

287 ~~"Mold remediation in accordance with professional standards" means mold remediation~~
288 ~~of that portion of the dwelling unit or premises affected by mold, or any personal property of the~~
289 ~~tenant affected by mold, performed consistent with guidance documents published by the United~~
290 ~~States Environmental Protection Agency, the U.S. Department of Housing and Urban~~
291 ~~Development, the American Conference of Governmental Industrial Hygienists (the Bioaerosols~~
292 ~~Manual), Standard Reference Guides of the Institute of Inspection, Cleaning and Restoration for~~

293 ~~Water Damage Restoration and Professional Mold Remediation, or any protocol for mold~~
294 ~~remediation prepared by an industrial hygienist consistent with said guidance documents.~~

295 ~~"Notice" means notice given in writing by either regular mail or hand delivery, with the~~
296 ~~sender retaining sufficient proof of having given such notice, which may be either a United~~
297 ~~States postal certificate of mailing or a certificate of service confirming such mailing prepared~~
298 ~~by the sender. However, a person shall be deemed to have notice of a fact if he has actual~~
299 ~~knowledge of it, he has received a verbal notice of it, or from all of the facts and circumstances~~
300 ~~known to him at the time in question, he has reason to know it exists. A person "notifies" or~~
301 ~~"gives" a notice or notification to another by taking steps reasonably calculated to inform~~
302 ~~another person whether or not the other person actually comes to know of it. If notice is given~~
303 ~~that is not in writing, the person giving the notice has the burden of proof to show that the notice~~
304 ~~was given to the recipient of the notice.~~

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

308 ~~"Tenant" means a person entitled only under the terms of a rental agreement to occupy a~~
309 ~~dwelling unit to the exclusion of others. Tenant shall not include (i) an authorized occupant, (ii)~~
310 ~~a guest or invitee, or (iii) any person who guarantees or cosigns the payment of the financial~~
311 ~~obligations of a rental agreement but has no right to occupy a dwelling unit.~~

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

315 ~~For any term not expressly defined herein, terms shall have the same meaning as those~~
316 ~~defined in § 55-248.4.~~

317 ~~B. No guest who is an occupant in a hotel, motel, extended stay facility, vacation~~
318 ~~residential facility, boardinghouse, or similar lodging shall be construed to be a tenant living in a~~
319 ~~dwelling unit as defined in this section if such person does not reside in such lodging as his~~

320 ~~primary residence. Such guest shall be exempt from this chapter and the innkeeper or property~~
321 ~~owner, or agent thereof, shall have the right to use self help eviction under Virginia law, without~~
322 ~~the necessity of the filing of an unlawful detainer action in a court of competent jurisdiction and~~
323 ~~the execution of a writ of possession issued pursuant thereto, which would otherwise be required~~
324 ~~under this chapter. For purposes of this chapter, a hotel, motel, extended stay facility, vacation~~
325 ~~residential facility, boardinghouse, or similar transient lodging shall be exempt from the~~
326 ~~provisions of this chapter if overnight sleeping accommodations are furnished to a person for~~
327 ~~consideration if such person does not reside in such lodging as his primary residence.~~

328 ~~C. If a person resides in a hotel, motel, extended stay facility, vacation residential~~
329 ~~facility, boardinghouse, or similar transient lodging as his primary residence for fewer than 90~~
330 ~~consecutive days, such lodging shall not be subject to the provisions of this chapter. However,~~
331 ~~the owner of such lodging establishment shall give a five day written notice of nonpayment to a~~
332 ~~person residing in such lodging and, upon the expiration of the five day period specified in the~~
333 ~~notice, may exercise self help eviction if payment in full has not been received.~~

334 ~~D. If a person resides in a hotel, motel, extended stay facility, vacation residential~~
335 ~~facility, boardinghouse, or similar transient lodging as his primary residence for more than 90~~
336 ~~consecutive days or is subject to a written lease for more than 90 days, such lodging shall be~~
337 ~~treated as a dwelling unit and be subject to the provisions of this chapter.~~

338 **Drafting note: Because the text in this section is set out in multiple sections of the**
339 **Code (§ 55-225.8 in Chapter 13 and § 55-248.4 and § 55-248.5 in the VRLTA) and the**
340 **application of those two chapters is combined in this proposed chapter for application to**
341 **all residential tenancies, this instance is recommended for repeal. The existing definitions**
342 **are located in proposed § 55.1-xxx [§ 55-248.4], the applicability provisions are located in**
343 **proposed § 55.1-xxx, and the provisions relating to extended stay facilities are located in**
344 **proposed § 55.1-xxx [subsections B through D of § 55-248.5].**

345 [§ 55.1-xxx. Applicability.](#)

346 A. This chapter shall apply to any occupancy that is a residential tenancy as defined in §

347 55.1-xxx. The following occupancies are not residential tenancies:

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

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

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

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

355 B. The following residential tenancies shall be subject to the provisions of Chapter XX
356 [2] (§ 55.1-xxx et seq.) in addition to the provisions of this chapter:

357 1. Residential tenancies subject to a rental agreement that are occupancies where the
358 owners are natural persons or their estates who own in their own name more than two single-
359 family residences;

360 2. Residential tenancies in a multifamily dwelling unit; and

361 3. Occupancy in a public housing unit or other housing unit subject to regulation by the
362 Department of Housing and Urban Development unless the provisions of this chapter or Chapter
363 XX [2] (§ 55.1-xxx et seq.) are inconsistent with the regulations of the Department of Housing
364 and Urban Development.

365 C. The following residential tenancies shall be subject to the provisions of Chapter XX
366 [3] (§ 55.1-xxx et seq.) in addition to the provisions of this chapter:

367 1. Occupancy in single-family residences located in Virginia where the owners are
368 natural persons or their estates who own in their own name no more than two single-family
369 residences subject to a rental agreement, unless the rental agreement states that the provisions of
370 Chapter XX [2] (§ 55.1-xxx et seq.) shall apply;

371 2. Occupancy under a contract of sale of a dwelling unit or the property of which it is a
372 part, if the occupant is the purchaser or a person who succeeds to his interest;

373 3. Occupancy by an employee of a landlord whose right to occupancy is conditioned
374 upon employment in and about the premises or an ex-employee whose occupancy continues less
375 than 60 days; and

376 4. Occupancy by a tenant who pays no rent pursuant to a rental agreement.

377 **Drafting note: Existing applicability provisions in Chapters 13 [§ 55-225.8 et seq.]**
378 **and 13.2 [§ 55-248.5 et seq.] are combined and reorganized for clarity in this proposed**
379 **section. This section provides a roadmap directing the reader to the applicable chapter of**
380 **Part A of Subtitle III for each type of residential tenancy.**

381 ~~§ 55-248.5 55.1-xxx. Exemptions; exception to exemption; application of chapter to~~
382 ~~certain occupants~~ Occupancy in hotel, motel, extended stay facility, etc.

383 ~~A. Except as specifically made applicable by § 55-248.21:1, the following conditions are~~
384 ~~not governed by this chapter:~~

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

387 ~~2. Occupancy under a contract of sale of a dwelling unit or the property of which it is a~~
388 ~~part, if the occupant is the purchaser or a person who succeeds to his interest;~~

389 ~~3. Occupancy by a member of a fraternal or social organization in the portion of a~~
390 ~~structure operated for the benefit of the organization;~~

391 ~~4. Occupancy in a hotel, motel, extended stay facility, vacation residential facility,~~
392 ~~boardinghouse, or similar lodging as provided in subsection B;~~

393 ~~5. Occupancy by an employee of a landlord whose right to occupancy is conditioned~~
394 ~~upon employment in and about the premises or an ex-employee whose occupancy continues less~~
395 ~~than sixty days;~~

396 ~~6. Occupancy by an owner of a condominium unit or a holder of a proprietary lease in a~~
397 ~~cooperative;~~

398 ~~7. Occupancy under a rental agreement covering premises used by the occupant~~
399 ~~primarily in connection with business, commercial or agricultural purposes;~~

400 ~~8. Occupancy in a public housing unit or other housing unit subject to regulation by the~~
401 ~~Department of Housing and Urban Development where such regulation is inconsistent with this~~
402 ~~chapter;~~

403 ~~9. Occupancy by a tenant who pays no rent;~~

404 ~~10. Occupancy in single family residences located in Virginia where the owners are~~
405 ~~natural persons or their estates who own in their own name no more than two single family~~
406 ~~residences subject to a rental agreement; and~~

407 ~~11. Occupancy in a campground as defined in § 35.1-1.~~

408 ~~B.~~ A guest who is an occupant in of a hotel, motel, extended stay facility, vacation
409 residential facility, including those governed by the Virginia Real Estate Time-Share Act (§
410 55.1-xxx et seq. [§ 55-360 et seq.], boardinghouse, or similar transient lodging shall not be
411 construed to be a tenant living in a dwelling unit if such person does not reside in such lodging
412 as his primary residence. Such guest shall be exempt from this ~~chapter~~ Part A, and the innkeeper
413 or property owner, or his agent ~~thereof~~, shall have the right to use self-help eviction under
414 Virginia law, without the necessity of the filing of an unlawful detainer action in a court of
415 competent jurisdiction and the execution of a writ of possession issued pursuant ~~thereto to such~~
416 action, which would otherwise be required under this ~~chapter~~ Part A. For purposes of this
417 ~~chapter~~ Part A, a hotel, motel, extended stay facility, vacation residential facility,
418 boardinghouse, or similar transient lodging shall be exempt from the provisions of this ~~chapter~~
419 part if overnight sleeping accommodations are furnished to a person for consideration if such
420 person does not reside in such lodging as his primary residence.

421 ~~C.B.~~ If a person resides in a hotel, motel, extended stay facility, vacation residential
422 facility, including those governed by the Virginia Real Estate Time-Share Act (§ 55.1-xxx et
423 seq. [§ 55-360 et seq.], boardinghouse, or similar transient lodging as his primary residence for
424 fewer than 90 consecutive days, such lodging shall not be subject to the provisions of this
425 ~~chapter~~ Part A. However, the owner of such lodging establishment shall give a five-day written
426 notice of nonpayment to a person residing in such lodging and, upon the expiration of the five-

427 day period specified in the notice, may exercise self-help eviction if payment in full has not
428 been received.

429 ~~D.C.~~ If a person resides in a hotel, motel, extended stay facility, vacation residential
430 facility, [including those governed by the Virginia Real Estate Time-Share Act \(§ 55.1-xxx et](#)
431 [seq. \[§ 55-360 et seq.\]](#), boardinghouse, or similar transient lodging as ~~their~~ his primary
432 residence for more than 90 consecutive days or is subject to a written lease for more than 90
433 days, such lodging shall be subject to the provisions of this ~~chapter~~ [Part A](#).

434 ~~E. Notwithstanding the provisions of subsection A, the landlord may specifically provide~~
435 ~~for the applicability of the provisions of this chapter in the rental agreement.~~

436 **Drafting note:** Existing subsection A is deleted and its provisions relocated to a
437 new applicability section (previous section). In proposed subsection A, the word
438 "transient" is added before "lodging" for consistency with subdivisions B and C, and
439 cross-references are added to the Virginia Real Estate Time-Share Act throughout the
440 section. Existing subsection E is stricken and its provisions relocated to Chapter XX [3].
441 Technical changes are made.

442

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