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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, unless expressly stated otherwise the context requires~~
28 ~~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 "Natural person," wherever the ~~chapter part~~ refers to an owner as a "natural person,"
104 includes co-owners who are natural persons, either as tenants in common, joint tenants, tenants
105 in partnership, tenants by the entirety, trustees or beneficiaries of a trust, general partnerships,

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

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

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

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

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

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

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

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

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

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

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

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

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

156 "Roomer" means a person occupying a dwelling unit that lacks a major bathroom or
157 kitchen facility, in a structure where one or more major facilities are used in common by
158 occupants of the dwelling unit and other dwelling units. "Major facility" in the case of a

159 bathroom means a toilet, and either a bath or shower, and in the case of a kitchen means a
160 refrigerator, stove, or sink.

161 "Security deposit" means any refundable deposit of money that is furnished by a tenant
162 to 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
170 dwelling unit that has direct access to a street or thoroughfare and ~~shares neither~~ does not share
171 heating facilities, hot water equipment, ~~nor~~ or any other essential facility or essential service
172 with any other dwelling unit.

173 "Sublease" means the transfer by any tenant of any but not all interests created by a
174 rental 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
179 occupy 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
182 electronic form or any other medium. ~~A tenant may request copies of his tenant records pursuant~~
183 ~~to § 55-248.9:1.~~

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~~
188 [55.1-xxx](#).

189 "Visible evidence of mold" means the existence of mold in the dwelling unit that is
190 visible to the naked eye by the landlord or tenant in areas within the interior of the dwelling unit
191 readily 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
196 by ~~Chapter 42.1 the Uniform Electronic Transactions Act~~ ([§ 59.1-479 et seq.](#)) ~~of Title 59.1~~ is
197 affixed. ~~The landlord may, in accordance with a written agreement, delegate to a managing~~
198 ~~agent or other third party the responsibility of providing any written notice required by this~~
199 ~~chapter.~~

200 **Drafting note: Definitions from existing § 55-248.4 are relocated from the Virginia**
201 **Residential Landlord and Tenant Act (VRLTA) (§ 55-248.2 et seq.) to this proposed**
202 **chapter because they apply to all residential tenancies. In the definitions of "action,"**
203 **"without limitation" is removed following the term "including" on the basis of § 1-218,**
204 **which states that throughout the Code "'Includes' means includes, but not limited to."**
205 **Language in the definition of "application fee" pertaining to the amount of such fee is**
206 **stricken and relocated to proposed § 55.1-xxx [§ 55-248.6:1] because it is applicable only to**
207 **application fees for tenancies governed by the VRLTA. The definition for "community**
208 **land trust" is relocated from existing § 55-221.1. In the definition of "dwelling unit," "but**
209 **not limited to" is removed following the term "including" on the basis of § 1-218, which**
210 **states that throughout the Code "'Includes' means, includes, but not limited to." The**
211 **definition of "essential service" is added on the basis of the list of essential services in**
212 **existing § 55-248.23. In the definition of "guest or invitee," the phrase "person authorized**

213 by the landlord to occupy the premises" is replaced with the defined term "authorized
214 occupant." In the definition of "Mold remediation in accordance with professional
215 standards," the references to guide documents were updated to reflect the current titles. In
216 the definition of "notice," reference to a U.S. postal certificate of mailing is- stricken
217 because that type of certificate is no longer in use. Language in the definition of "rental
218 application" pertaining to application fees and identification is- stricken and relocated to
219 proposed § 55.1-xxx [§ 55-248.6:1] because it is applicable only to rental agreements for
220 tenancies governed by the VRLTA. The last sentence in the definition of "tenant records"
221 is stricken because its provisions are contained in current law in subsection D of proposed
222 § 55.1-xxx [§ 55-248.9:1] and it is applicable only to tenancies governed by the VRLTA.
223 The last sentence in the definition of "written notice" is relocated to proposed § 55.1-xxx
224 [§ 55-248.6], which contains all provisions related to service of notice for tenancies
225 governed by the VRLTA. Technical changes are made.

226 ~~§ 55-221.1. Community land trusts not considered landlords.~~

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

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

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

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

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

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

247 ~~§ 55-248.5 55.1-xxx. Exemptions; exception to exemption; application of chapter to~~
248 ~~certain occupants~~ Applicability.

249 A. ~~Except as specifically made applicable by § 55-248.21:1, the following conditions are~~
250 ~~not governed by this~~ This chapter applies to all residential tenancies. The following occupancies
251 are not residential rental tenancies for purposes of this part:

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

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

256 3. Occupancy by a member of a fraternal or social organization in the portion of a
257 structure operated for the benefit of the organization;

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

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

263 6-3. Occupancy by an owner of a condominium unit or a holder of a proprietary lease in
264 a cooperative;

265 ~~7.4.~~ Occupancy under a rental agreement ~~covering premises used by the occupant~~
266 ~~primarily in connection with business, for a commercial or agricultural purposes tenancy;~~

267 ~~8.5.~~ Occupancy in a public housing unit or other housing unit subject to regulation by
268 the U.S. Department of Housing and Urban Development where such regulation is inconsistent
269 with this ~~chapter part~~;

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

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

274 ~~11.6.~~ Occupancy in a campground as defined in § 35.1-1; and

275 7. Occupancy in a community land trust.

276 B. 1. A guest who is an occupant ~~in of~~ a hotel, motel, extended stay facility, vacation
277 residential facility, including those governed by the Virginia Real Estate Time-Share Act (§
278 55.1-xxx et seq. [§ 55-360 et seq.]), boardinghouse, or similar transient lodging shall not be
279 construed to be a tenant living in a dwelling unit if such person does not reside in such lodging
280 as his primary residence. Such guest shall be exempt from this ~~chapter part~~, and the innkeeper or
281 property owner, or his agent ~~thereof~~, shall have the right to use self-help eviction under Virginia
282 law, without the necessity of the filing of an unlawful detainer action in a court of competent
283 jurisdiction and the execution of a writ of possession issued pursuant ~~thereto to such action~~,
284 which would otherwise be required under this ~~chapter part~~. For purposes of this ~~chapter part~~, a
285 hotel, motel, extended stay facility, vacation residential facility, boardinghouse, or similar
286 transient lodging shall be exempt from the provisions of this ~~chapter part~~ if overnight sleeping
287 accommodations are furnished to a person for consideration if such person does not reside in
288 such lodging as his primary residence.

289 ~~C.2.~~ If a person resides in a hotel, motel, extended stay facility, vacation residential
290 facility, including those governed by the Virginia Real Estate Time-Share Act (§ 55.1-xxx et
291 seq. [§ 55-360 et seq.]), boardinghouse, or similar transient lodging as his primary residence for

292 fewer than 90 consecutive days, such lodging shall not be subject to the provisions of this
293 ~~chapter part~~. However, the owner of such lodging establishment shall give a five-day written
294 notice of nonpayment to a person residing in such lodging and, upon the expiration of the five-
295 day period specified in the notice, may exercise self-help eviction if payment in full has not
296 been received.

297 ~~D-3.~~ If a person resides in a hotel, motel, extended stay facility, vacation residential
298 facility, including those governed by the Virginia Real Estate Time-Share Act (§ 55.1-xxx et
299 seq. [§ 55-360 et seq.], boardinghouse, or similar transient lodging as ~~their~~ his primary
300 residence for more than 90 consecutive days or is subject to a written lease for more than 90
301 days, such lodging shall be subject to the provisions of this ~~chapter part~~.

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

304 **Drafting note: This section incorporates provisions of existing § 55-248.5 and**
305 **existing subsections B, C, and D of § 55-225.8 (which duplicate existing subsections B, C,**
306 **and D of § 55-248.5 in the Virginia Residential Landlord and Tenant Act (VRLTA)) that**
307 **apply to all residential tenancies. Existing subdivisions A 2, 5, and 9 of § 55-248.5 are**
308 **stricken and relocated to proposed § 55-xxx [§ 55-248.3:1] because those exemption are**
309 **only applicable to the VRLTA. Existing subdivision A 4 of § 55-248.5 is stricken as**
310 **redundant to proposed subsection B of this section. Existing subdivision A 10 is stricken**
311 **because it describes the applicability of the provisions of proposed Chapter XX [3].- The**
312 **statement in existing § 55-221.1 that states that community land trusts are not landlords is**
313 **moved to this section as proposed subdivision A 7 for a more logical placement as an**
314 **exclusion from applicability. In proposed subsection B 1, the word "transient" is added**
315 **before "lodging" for consistency with subdivisions B 2 and B 3, and cross-references are**
316 **added to the Virginia Real Estate Time-Share Act throughout subdivision B. Existing**
317 **subsection E is stricken and its provisions relocated to Chapter XX [3]. Technical changes**
318 **are made.**

319 § ~~55-218.1~~ 55.1-xxx. Appointment of resident agent by nonresident property owner;
320 service of process, etc., on such agent or on Secretary of the Commonwealth.

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

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

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

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

344 **Drafting note: Existing § 55-218.1 is logically relocated from existing Chapter 13 (§**
345 **55-217 et seq.) to this chapter of general provisions for residential tenancies because it**

346 **applies to all residential tenancies. The reference to commercial tenancies is stricken in**
347 **this section. Language is updated for modern usage, and technical changes are made.**

348 § ~~55-219~~ 55.1-xxx. Apportionment on purchase of part of land by holder of rent, ~~etc.~~

349 When the holder of a rent ~~shall purchase~~ purchases part of the land out of which the
350 same rent issues, ~~the such~~ rent shall be apportioned in like manner as if the land had come to
351 him by descent; and when the holder of land, being part of land out of which a rent shall be
352 issuing, ~~shall purchase~~ purchases such rent or part ~~thereof of it~~, the rent so purchased shall be
353 apportioned as ~~aforsaid~~ in like manner as if the land had come to him by descent.

354 **Drafting note: Existing § 55-219 is logically relocated from existing Chapter 13 (§**
355 **55-217 et seq.) to this chapter of general provisions for residential tenancies because it**
356 **applies to all residential tenancies. Technical changes are made.**

357 § ~~55-220.1~~ 55.1-xxx. Perfection of lien or interest in leases, rents, and profits.

358 The recordation pursuant to § ~~55-106~~ 55.1-xxx, in the county or city in which the real
359 property is located, of any deed, deed of trust, or other instrument granting, transferring, or
360 assigning the interest of the grantor, transferor, assignor, pledgor, or ~~lessor~~ landlord in leases,
361 rents, or profits arising from the real property described in such deed, deed of trust, or other
362 instrument, shall fully perfect the interest of the grantee, transferee, assignee, or pledgee ~~or~~
363 assignee as to the assignor and all third parties without the necessity of (i) furnishing notice to
364 the assignor or lessee tenant, (ii) obtaining possession of the real property, (iii) impounding the
365 rents, (iv) securing the appointment of a receiver, or (v) taking any other affirmative action. The
366 lessee tenant is authorized to pay the assignor until the lessee tenant receives written notification
367 that rents due or to become due have been assigned and that payment is to be made to the
368 assignee. ~~This section shall apply to all instruments of record before, on, or after July 1, 1992.~~

369 **Drafting note: Existing § 55-220.1 is logically relocated from existing Chapter 13 (§**
370 **55-217 et seq.) to this chapter of general provisions for residential tenancies because it**
371 **applies to all residential tenancies. References to "lessor" are changed to "landlord" and**
372 **references to "lessee" are changed to "tenant" to reflect modern usage of these terms in**

373 **the residential tenancies context. The last sentence is stricken as obsolete. Technical**
374 **changes are made.**

375 § ~~55-226.2~~ 55.1-xxx. Energy submetering, energy allocation equipment, sewer and water
376 submetering equipment, and ratio utility ~~billings~~ billing systems; local government fees.

377 A. As used in this section:

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

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

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

384 "Energy allocation equipment" means the same as that term is defined in subsection A of
385 § 56-245.2.

386 "Energy submetering equipment" means the same as the term "submetering equipment"
387 as it is defined in subsection A of § 56-245.2.

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

391 "Ratio utility billing system" means a program that utilizes a mathematical formula for
392 allocating, among the tenants of a building, manufactured home park, or campground, the actual
393 or anticipated water, sewer, electrical, or natural gas billings billed to the building,
394 manufactured home park, or campground owner from a third-party provider of the utility
395 service. Permitted allocation methods may include formulas based on square footage,
396 occupancy, number of bedrooms, or some other specific method agreed to by the building,
397 manufactured home park, or campground owner and the tenant in the rental agreement or lease.

398 "Water and sewer submetering equipment" means equipment used to measure actual
399 water or sewer usage in any dwelling unit, as defined in subsection A of § 56-245.2, or

400 [campsite, when such equipment is not owned or controlled by the utility or other provider of](#)
401 [water or sewer service that provides service to the building in which the dwelling unit is located](#)
402 [or campground where the campsite is located.](#)

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

409 B.C. If energy submetering equipment, [energy allocation equipment, or](#) water and sewer
410 submetering equipment, ~~or energy allocation equipment~~ is used in any building, manufactured
411 home park, or campground, the owner, manager, or operator of the building, manufactured
412 home park, or campground shall bill the tenant for electricity, natural gas, or water and sewer
413 for the same billing period as the utility serving the building, [manufactured home park,](#) or
414 campground, unless the rental agreement or lease expressly provides otherwise. The owner,
415 manager, or operator of the building, manufactured home park, or campground may charge and
416 collect from the tenant additional service charges, including, ~~but not limited to,~~ monthly billing
417 fees, account set-up fees, or account move-out fees, to cover the actual costs of administrative
418 expenses and billing charged to the building, manufactured home park, or campground owner,
419 manager, or operator by a third-party provider of such services, provided that such charges are
420 agreed to by the building, [manufactured home park,](#) or campground owner and the tenant in the
421 rental agreement or lease. The building, [manufactured home park,](#) or campground owner may
422 require the tenant to pay a late charge of up to \$5 if the tenant fails to make payment when due,
423 which shall not be less than 15 days following the date of mailing or delivery of the bill sent
424 pursuant to this section.

425 C.D. If a ratio utility billing system is used in any building, manufactured home park, or
426 campground, in lieu of increasing the rent, the owner, manager, or operator of the building,

427 manufactured home park, or campground may employ such a program that utilizes a
428 mathematical formula for allocating, among the tenants in a building, manufactured home park,
429 or campground, the actual or anticipated water, sewer, electrical, or natural gas billings billed to
430 the building, [manufactured home park](#), or campground owner from a third-party provider of the
431 utility service. The owner, manager, or operator of the building, manufactured home park, or
432 campground may charge and collect from the tenant additional service charges, including ~~but~~
433 ~~not limited to~~ monthly billing fees, account set-up fees, or account move-out fees, to cover the
434 actual costs of administrative expenses and billings charged to the building, manufactured home
435 park, or campground owner, manager, or operator by a third-party provider of such services,
436 provided that such charges are agreed to by the building, manufactured home park, or
437 campground owner and the tenant in the rental agreement or lease. The building, manufactured
438 home park, or campground owner may require the tenant to pay a late charge of up to \$5 if the
439 tenant fails to make payment when due, which shall not be less than 15 days following the date
440 of mailing or delivery of the bill sent pursuant to this section. The late charge shall be deemed
441 rent (i) as defined in § ~~55-248.4~~ [55.1-xxx](#) if a ratio utility billing system is used in a residential
442 multifamily dwelling unit subject to the Virginia Residential Landlord and Tenant Act (§ ~~55-~~
443 ~~248.2~~ [55.1-xxx](#) et seq.) or (ii) as defined in § ~~55-248.41~~ [55.1-xxx](#) if a ratio utility billing system
444 is used in a manufactured home park subject to the Manufactured Home Lot Rental Act (§ ~~55-~~
445 ~~248.41~~ [55.1-xxx](#) et seq.).

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

453 ~~E.-F.~~ The owner of any building, manufactured home park, or campground shall
454 maintain adequate records regarding energy submetering equipment, [energy allocation](#)
455 [equipment](#), water and sewer submetering equipment, ~~energy allocation equipment~~, or a ratio
456 utility billing system. A tenant may inspect and copy the records for the leased premises during
457 reasonable business hours at a convenient location within the building, [manufactured home](#)
458 [park](#), or campground. The owner of the building, [manufactured home park](#), or campground may
459 impose and collect a reasonable charge for copying documents, reflecting the actual costs of
460 materials and labor for copying, prior to providing copies of the records to the tenant.

461 ~~F.-G.~~ Notwithstanding any enforcement action undertaken by the State Corporation
462 Commission pursuant to its authority under § 56-245.3, tenants and owners shall retain any
463 private right of action resulting from any breach of the rental agreement or lease terms required
464 by this section or § 56-245.3, if applicable, to the same extent as such actions may be
465 maintained for breach of other terms of the rental agreement or lease under Chapter ~~13~~ [XX \[2\]](#)
466 (§ ~~55-217~~ [55.1-xxx](#) et seq.) or Chapter ~~13.2~~ [XX \[3\]](#) (§ ~~55-248.2~~ [55.1-xxx](#) et seq.) ~~of this title~~, if
467 applicable. The use of energy submetering equipment, [energy allocation equipment](#), water and
468 sewer submetering equipment, ~~energy allocation equipment~~, or a ratio utility billing system is
469 not within the jurisdiction of the Department of Agriculture and Consumer Services under
470 Chapter 56 (§ 3.2-5600 et seq.) of Title 3.2.

471 ~~G.-H.~~ In lieu of increasing the rent, the owner, manager, or operator of a ~~commercial or~~
472 [residential](#) building, manufactured home park, or campground may employ a program that
473 utilizes a mathematical formula for allocating the actual or anticipated local government fees
474 billed to the building, manufactured home park, or campground owner among the tenants in
475 such building, manufactured home park, or campground if clearly stated in the rental agreement
476 or lease for the leased premises or dwelling unit. Permitted allocation methods may include
477 formulas based upon square footage, occupancy, number of bedrooms, or some other specific
478 method agreed to by the building, manufactured home park, or campground owner and the
479 tenant in the rental agreement or lease. Such owner, manager, or operator of a ~~commercial or~~

480 ~~residential~~ building, manufactured home park, or campground may also charge and collect from
481 each tenant additional service charges, including monthly billing fees, account set-up fees, or
482 account move-out fees, to cover the actual costs of administrative expenses for administration of
483 such a program. If the building is residential and is subject to (i) the Virginia Residential
484 Landlord and Tenant Act (§ ~~55-248.2~~ 55.1-xxx et seq.), such local government fees and
485 administrative expenses shall be deemed to be rent as defined in § ~~55-248.4~~ 55.1-xxx or (ii) the
486 Manufactured Home Lot Rental Act (§ ~~55-248.41~~ 55.1-xxx et seq.), such local government fees
487 and administrative expenses shall be deemed to be rent as defined in § ~~55-248.41~~ 55.1-xxx.

488 ~~H.1.~~ Nothing in this section shall be construed to prohibit an owner, manager, or
489 operator of a ~~commercial or residential~~ building, manufactured home park, or campground from
490 including water, sewer, electrical, natural gas, or other utilities in the amount of rent as specified
491 in the rental agreement or lease.

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

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

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

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

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

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

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

507 ~~"Ratio utility billing system" means a program that utilizes a mathematical formula for~~
508 ~~allocating, among the tenants in a building or campground, the actual or anticipated water,~~
509 ~~sewer, electrical, or natural gas billings billed to the building or campground owner from a~~
510 ~~third party provider of the utility service. Permitted allocation methods may include formulas~~
511 ~~based upon square footage, occupancy, number of bedrooms, or some other specific method~~
512 ~~agreed to by the building or campground owner and the tenant in the rental agreement or lease.~~

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

519 **Drafting note: Existing § 55-226.2 is logically relocated from existing Chapter 13 (§**
520 **55-217 et seq.) to this chapter of general provisions for residential tenancies because it**
521 **applies to all residential tenancies. The definitions are moved from existing subsection I to**
522 **the beginning of the section. References to commercial buildings are stricken. The term**
523 **"manufactured home park" is added throughout the section for consistency with**
524 **subsection B. In proposed subsections C and D, "but not limited to" is removed following**
525 **the term "including" on the basis of § 1-218, which states that throughout the Code**
526 **"'Includes' means, includes, but not limited to." Technical changes are made.**

527 ~~CHAPTER 25.~~

528 ~~TRANSFER OF DEPOSITS.~~

529 **Drafting note: Existing Chapter 25 is recommended for repeal. It contains only one**
530 **section, which has been relocated to proposed Chapter XX [1], Chapter XX, Chapter XX**
531 **[4] and Chapter XX [6] because it applies to residential tenancies, the rental of**
532 **manufactured homes, and commercial tenancies.**

533 ~~§ 55-507.55.1-xxx.~~ Transfer of deposits upon purchase.

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

537 **Drafting note: Existing § 55-507 is logically relocated from existing Chapter 25 (§**
538 **55-507) to this chapter of general provisions for residential tenancies because it applies to**
539 **all residential tenancies, and identical language is added to Chapter XX [4] and Chapter**
540 **XX [6] as it also applies to manufactured home rentals and commercial tenancies.**

541 Article 2.

542 Assignments.

543 **Drafting note: Proposed Article 2 of Chapter XX [1] consolidates all sections from**
544 **existing Chapter 13 (§ 55-217 et seq.) relating to assignments of leases that are applicable**
545 **to residential tenancies.**

546 § ~~55-217~~ 55.1-xxx. Grantees and assignees ~~to~~ have same rights against ~~lessees~~ tenants as
547 lessors, ete landlords.

548 A grantee or assignee of any land ~~let to lease~~ rented, or of the reversion thereof, and his
549 heirs, personal representative, or assigns shall enjoy against the ~~lessee, tenant or~~ his personal
550 representative or assigns, the like advantage, by action or entry for any forfeiture or by action
551 upon any covenant or promise in the lease, ~~which that~~ the grantor, assignor, or ~~lessor~~ landlord,
552 or his heirs, might have enjoyed.

553 **Drafting note: Existing § 55-217 is logically relocated from existing Chapter 13 (§**
554 **55-217 et seq.) to this article on assignments because it applies to assignments of leases for**
555 **all residential tenancies. References to "lessor" are changed to "landlord" and references**
556 **to "lessee" are changed to "tenant" to reflect modern usage of these terms in the**
557 **residential tenancies context. Technical changes are made.**

558 § ~~55-218~~ 55.1-xxx. ~~Lessees, etc., to~~ Tenants have same rights against grantees, ~~etc.,~~ as
559 against ~~lessors~~ landlords.

560 A ~~lessee, tenant or~~ his personal representative or assigns may have against a grantee or
561 alienee of the reversion, or of any part ~~thereof of such reversion, or~~ his heirs or assigns; the like
562 benefit of any condition, covenant, or promise in the lease as he could have had against the
563 ~~lessors themselves~~ landlord and ~~their~~ his heirs and assigns, except the benefit of any warranty, in
564 deed or law.

565 **Drafting note: Existing § 55-218 is logically relocated from existing Chapter 13 (§**
566 **55-217 et seq.) to this article on assignments because it applies to assignments of leases for**
567 **all residential tenancies. References to "lessor" are changed to "landlord" and references**
568 **to "lessee" are changed to "tenant" to reflect modern usage of these terms in the**
569 **residential tenancies context. Technical changes are made.**

570 § ~~55-220~~ 55.1-xxx. What powers to pass to grantee or devisee; when attornment
571 unnecessary.

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

577 **Drafting note: Existing § 55-220 is logically relocated from existing Chapter 13 (§**
578 **55-217 et seq.) to this article on assignments because it applies to assignments of leases for**
579 **all residential tenancies. Technical changes are made.**

580 § ~~55-221~~ 55.1-xxx. When attornment void.

581 The attornment of a tenant to any stranger ~~shall be is~~ void, unless it ~~be is~~ with the
582 consent of the landlord of such tenant or pursuant to or in consequence of the judgment, order,
583 or decree of a court.

584 **Drafting note: Existing § 55-221 is logically relocated from existing Chapter 13 (§**
585 **55-217 et seq.) to this article on assignments because it applies to assignments of leases for**
586 **all residential tenancies. Technical changes are made.**

587

Article 3.

588

Landlord Obligations.

589

Drafting note: Proposed Article 3 consolidates all sections from existing Chapters

590

13 (§ 55-217 et seq.) and 13.2, the Virginia Residential Landlord and Tenant Act (§ 55-

591

248.2 et seq.), that relate to the obligations of landlords in residential tenancy agreements.

592

§ ~~55-225.15~~ 55.1-xxx. Receipt required for certain rental payments; upon request.

593

The landlord shall provide the tenant with a written receipt, upon request of the tenant,

594

whenever the tenant pays rent in the form of cash or a money order.

595

Drafting note: Existing § 55-225.15 is logically relocated from existing Chapter 13

596

(§ 55-217 et seq.) to this article on the obligations of landlords because it applies to such

597

obligations for all residential tenancies. A technical change is made.

598

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

599

remedy for nondisclosure.

600

A. If the landlord of a ~~residential~~ dwelling unit has actual knowledge of the existence of

601

defective drywall in such dwelling unit that has not been remediated, the landlord shall provide

602

to a prospective tenant a written disclosure that the property has defective drywall. Such

603

disclosure shall be provided prior to the execution by the tenant of a written lease agreement or,

604

in the case of an oral lease agreement, prior to occupancy by the tenant. For purposes of this

605

section, "defective drywall" means all defective drywall as defined in § 36-156.1.

606

B. Any tenant who is not provided the disclosure required by subsection A may

607

terminate the lease agreement at any time within 60 days ~~of notice~~ of discovery of the existence

608

of defective drywall by providing written notice to the landlord in accordance with the lease or

609

as required by law. Such termination shall be effective as of (i) 15 days after the date of the

610

mailing of the notice or (ii) the date through which rent has been paid, whichever is later. In no

611

event, however, shall the effective date of the termination exceed one month from the date of

612

mailing. Termination of the lease agreement shall be the exclusive remedy for the failure to

613

comply with the disclosure provisions of this section, and shall not affect any rights or duties of

614 | the landlord or tenant arising under this ~~chapter part~~, other applicable law, or the rental
615 | agreement.

616 | **Drafting note: Existing § 55-248.12:2 is logically relocated from the existing**
617 | **VRLTA (§ 55-248.2 et seq.) to this article on the obligations of landlords because it applies**
618 | **to such obligations for all residential tenancies. In subsection A, the word "residential" is**
619 | **deleted before "dwelling unit" as redundant. In subsection B, the words "of notice" are**
620 | **deleted after "60 days" for consistency with the termination provisions for properties**
621 | **found to have been used to manufacture methamphetamine contained in existing**
622 | **subsection B of § 55-248.12:3. Technical changes are made.**

623 | ~~§ 55-225.11. Required disclosures for properties with defective drywall; remedy for~~
624 | ~~nondisclosure.~~

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

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

640 **Drafting note: Because the text in this section is set out in two sections of the Code**
641 **(§ 55-225.11 in Chapter 13 and § 55-248.12:2 in the VRLTA) and the application of those**
642 **two chapters is combined in this proposed chapter for application to all residential**
643 **tenancies, this second instance is recommended for repeal.**

644 § ~~55-248.12:3~~ 55.1-xxx. Required disclosures for property previously used to
645 manufacture methamphetamine; remedy for nondisclosure.

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

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

664 **Drafting note: Existing § 55-248.12:3 is logically relocated from the existing**
665 **VRLTA (§ 55-248.2 et seq.) to this article on the obligations of landlords because it applies**

666 to such obligations for all residential tenancies. In subsection A, the word "residential" is
667 deleted before "dwelling unit" as redundant. A technical change is made.

668 ~~§ 55-225.17. Required disclosures for property previously used to manufacture~~
669 ~~methamphetamine; remedy for nondisclosure.~~

670 ~~A. If the landlord of a residential dwelling unit has actual knowledge that the dwelling~~
671 ~~unit was previously used to manufacture methamphetamine and has not been cleaned up in~~
672 ~~accordance with the guidelines established pursuant to § 32.1-11.7 and the applicable licensing~~
673 ~~provisions of Chapter 11 (§ 54.1-1100 et seq.) of Title 54.1, the landlord shall provide to a~~
674 ~~prospective tenant a written disclosure that so states. Such disclosure shall be provided prior to~~
675 ~~the execution by the tenant of a written lease agreement or, in the case of an oral lease~~
676 ~~agreement, prior to occupancy by the tenant.~~

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

688 **Drafting note: Because the text in this section is set out in two sections of the Code**
689 **(§ 55-225.17 in Chapter 13 and § 55-248.12:3 in the VRLTA) and the application of those**
690 **two chapters is combined in this proposed chapter for application to all residential**
691 **tenancies, this second instance is recommended for repeal.**

692 ~~§ 55-248.13 55.1-xxx. Landlord to maintain fit premises.~~

693 A. The landlord shall:

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

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

698 3. Keep all common areas shared by two or more dwelling units of the premises in a
699 clean and structurally safe condition;

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

703 5. Maintain the premises in such a condition as to prevent the accumulation of moisture
704 and the growth of mold, and to promptly respond to any notices from a tenant as provided in
705 subdivision ~~A-10~~ xxx of § ~~55-248.16~~ 55.1-xxx. Where there is visible evidence of mold, the
706 landlord shall promptly remediate the mold conditions in accordance with the requirements of
707 subsection E of § 8.01-226.12 and reinspect the dwelling unit to confirm that there is no longer
708 visible evidence of mold in the dwelling unit. The landlord shall make available to the tenant
709 copies of any available written information related to the remediation of mold;

710 6. Provide and maintain appropriate receptacles and conveniences, in common areas, for
711 the collection, storage, and removal of ashes, garbage, rubbish, and other waste incidental to the
712 occupancy of two or more dwelling units and arrange for the removal of same; and

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

717 ~~8. Maintain any carbon monoxide alarm that has been installed by the landlord in a~~
718 dwelling unit.

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

722 C. If the duty imposed by subdivision ~~1 of subsection~~ A 1 is greater than any duty
723 imposed by any other subdivision of that subsection, the landlord's duty shall be determined by
724 reference to subdivision ~~1 of subsection~~ A 1.

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

730 **Drafting note: Existing § 55-248.13 is logically relocated from the existing Virginia**
731 **Residential Landlord and Tenant Act (VRLTA) (§ 55-248.2 et seq.) to this article on the**
732 **obligations of landlords because it applies to such obligations for all residential tenancies.**
733 **Subdivision A 8 is stricken and relocated as proposed § 55.1-xxx in the VRLTA because**
734 **the requirements related to carbon monoxide detectors are applicable only to residential**
735 **tenancies governed by the VRLTA. Technical changes are made.**

736 ~~§ 55-225.3. Landlord to maintain dwelling unit.~~

737 ~~A. The landlord shall:~~

738 ~~1. Comply with the requirements of applicable building and housing codes materially~~
739 ~~affecting health and safety;~~

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

742 ~~3. Maintain in good and safe working order and condition all electrical, plumbing,~~
743 ~~sanitary, heating, ventilating, air conditioning and other facilities and appliances, including~~
744 ~~elevators, supplied or required to be supplied by him;~~

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

749 ~~5. Maintain the premises in such a condition as to prevent the accumulation of moisture~~
750 ~~and the growth of mold and to promptly respond to any notices as provided in subdivision A 8~~
751 ~~of § 55-225.4.~~

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

755 ~~C. If the duty imposed by subdivision A 1 is greater than any duty imposed by any other~~
756 ~~subdivision of that subsection, the landlord's duty shall be determined by reference to~~
757 ~~subdivision A 1.~~

758 ~~D. The landlord and tenant may agree in writing that the tenant perform the landlord's~~
759 ~~duties specified in subdivisions A 2, 3, and 4 and also specified repairs, maintenance tasks,~~
760 ~~alterations and remodeling, but only if the transaction is entered into in good faith and not for~~
761 ~~the purpose of evading the obligations of the landlord.~~

762 **Drafting note: Because the text in this section is set out in two sections of the Code**
763 **(§ 55-225.3 in Chapter 13 and § 55-248.13 in the VRLTA) that are substantially similar**
764 **and the application of those two chapters is combined in this proposed chapter for**
765 **application to all residential tenancies, this second instance is recommended for repeal.**

766 [Article 4.](#)

767 [Tenant Obligations.](#)

768 **Drafting note: Proposed Article 4 consolidates all sections from existing Chapters**
769 **13 (§ 55-217 et seq.) and 13.2, the Virginia Residential Landlord and Tenant Act (§ 55-**
770 **248.2 et seq.), that relate to the obligations of tenants in residential tenancy agreements.**

771 ~~§ 55-248.16~~ [§ 55.1-xxx](#). Tenant to maintain dwelling unit.

- 772 A. In addition to the provisions of the rental agreement, the tenant shall:
- 773 1. Comply with all obligations primarily imposed upon tenants by applicable provisions
- 774 of building and housing codes materially affecting health and safety;
- 775 2. Keep that part of the dwelling unit and the part of the premises that he occupies and
- 776 uses as clean and safe as the condition of the premises permit;
- 777 3. ~~Keep that part of the dwelling unit and the part of the premises that he occupies free~~
- 778 ~~from insects and pests, as those terms are defined in § 3.2 3900, and to promptly notify the~~
- 779 ~~landlord of the existence of any insects or pests;~~
- 780 4. ~~Remove from his dwelling unit all ashes, garbage, rubbish, and other waste in a clean~~
- 781 ~~and safe manner and in the appropriate receptacles provided by the landlord pursuant to § 55-~~
- 782 ~~248.13, if such disposal is on the premises;~~
- 783 5. ~~4.~~ Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as
- 784 their condition permits;
- 785 6. ~~5.~~ Use in a reasonable manner all utilities and all electrical, plumbing, sanitary,
- 786 heating, ventilating, air-conditioning, and other facilities and appliances ~~including elevators in~~
- 787 ~~the premises, and keep all utility services paid for by the tenant to the utility service provider or~~
- 788 ~~its agent on at all times during the term of the rental agreement;~~
- 789 7. ~~6.~~ Not deliberately or negligently destroy, deface, damage, impair, or remove any part
- 790 of the premises or permit any person ~~to do so~~, whether known by the tenant or not, to do so;
- 791 8. ~~Not remove or tamper with a properly functioning smoke detector installed by the~~
- 792 ~~landlord, including removing any working batteries, so as to render the detector inoperative and~~
- 793 ~~shall maintain the smoke detector in accordance with the uniform set of standards for~~
- 794 ~~maintenance of smoke detectors established in the Uniform Statewide Building Code (§ 36-97 et~~
- 795 ~~seq.);~~
- 796 9. ~~Not remove or tamper with a properly functioning carbon monoxide alarm installed~~
- 797 ~~by the landlord, including removing any working batteries, so as to render the carbon monoxide~~
- 798 ~~detector inoperative and shall maintain the carbon monoxide alarm in accordance with the~~

799 ~~uniform set of standards for maintenance of carbon monoxide alarms established in the Uniform~~
800 ~~Statewide Building Code (§ 36-97 et seq.);~~

801 ~~10-7.~~ Use reasonable efforts to maintain the dwelling unit and any other part of the
802 premises that he occupies in such a condition as to prevent accumulation of moisture and the
803 growth of mold, and to promptly notify the landlord of any moisture accumulation that occurs or
804 of any visible evidence of mold discovered by the tenant;

805 ~~11-8.~~ Not paint or disturb painted surfaces or make alterations in the dwelling unit
806 without the prior written approval of the landlord, provided that (i) the dwelling unit was
807 constructed prior to 1978 and therefore requires the landlord to provide the tenant with lead-
808 based paint disclosures and (ii) the landlord has provided the tenant with such disclosures and
809 the rental agreement provides that the tenant is required to obtain the landlord's prior written
810 approval before painting, disturbing painted surfaces, or making alterations in the dwelling unit;

811 ~~12-9.~~ Be responsible for his conduct and the conduct of other persons, whether known
812 by the tenant or not, who are on the premises with his consent ~~whether known by the tenant or~~
813 ~~not~~, to ensure that his neighbors' peaceful enjoyment of the premises will not be disturbed; and

814 ~~13-10.~~ Abide by all reasonable rules and regulations imposed by the landlord pursuant
815 to § ~~55-248.17~~ 55.1-xxx.

816 B. If the duty imposed by subdivision ~~1 of subsection~~ A 1 is greater than any duty
817 imposed by any other subdivision of that subsection, the tenant's duty shall be determined by
818 reference to subdivision A 1.

819 **Drafting note: Existing § 55-248.16 is logically relocated from the existing VRLTA**
820 **(§ 55-248.2 et seq.) to this article on the obligations of tenants because it applies to such**
821 **obligations for all residential tenancies. Language in existing subdivisions A 3 and part of**
822 **A 4, 6, 8, and 9 is stricken and relocated to proposed § 55.1-xxx [§ 55-248.16] in Article 3**
823 **of the VRLTA because they are applicable only to residential tenancies that are governed**
824 **by the VRLTA. Technical changes are made.**

825 ~~§ 55-225.4. Tenant to maintain dwelling unit.~~

- 826 ~~A. In addition to the provisions of the rental agreement, the tenant shall:~~
- 827 ~~1. Comply with all obligations primarily imposed upon tenants by applicable provisions~~
- 828 ~~of building and housing codes materially affecting health and safety;~~
- 829 ~~2. Keep that part of the premises that he occupies and uses as clean and safe as the~~
- 830 ~~condition of the premises permit;~~
- 831 ~~3. Remove from his dwelling unit all ashes, garbage, rubbish and other waste in a clean~~
- 832 ~~and safe manner;~~
- 833 ~~4. Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their~~
- 834 ~~condition permits;~~
- 835 ~~5. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air~~
- 836 ~~conditioning and other facilities and appliances;~~
- 837 ~~6. Not deliberately or negligently destroy, deface, damage, impair or remove any part of~~
- 838 ~~the premises or permit any person to do so whether known by the tenant or not;~~
- 839 ~~7. Not remove or tamper with a properly functioning smoke detector, including~~
- 840 ~~removing any working batteries, so as to render the smoke detector inoperative, and shall~~
- 841 ~~maintain such smoke detector in accordance with the uniform set of standards for maintenance~~
- 842 ~~of smoke detectors established in the Uniform Statewide Building Code (§ 36-97 et seq.);~~
- 843 ~~8. Use reasonable efforts to maintain the dwelling unit and any other part of the premises~~
- 844 ~~that he occupies in such a condition as to prevent accumulation of moisture and the growth of~~
- 845 ~~mold and to promptly notify the landlord of any moisture accumulation that occurs or of any~~
- 846 ~~visible evidence of mold discovered by the tenant;~~
- 847 ~~9. Not paint or disturb painted surfaces, or make alterations in the dwelling unit, without~~
- 848 ~~the prior written approval of the landlord provided (i) the dwelling unit was constructed prior to~~
- 849 ~~1978 and therefore requires the landlord to provide the tenant with lead-based paint disclosures~~
- 850 ~~and (ii) the landlord has provided the tenant with such disclosures and the rental agreement~~
- 851 ~~provides that the tenant is required to obtain the landlord's prior written approval before~~
- 852 ~~painting, disturbing painted surfaces or making alterations in the dwelling unit;~~

853 ~~10. Be responsible for his conduct and the conduct of other persons on the premises with~~
854 ~~his consent whether known by the tenant or not, to ensure that his neighbors' peaceful~~
855 ~~enjoyment of the premises will not be disturbed; and~~

856 ~~11. Abide by all reasonable rules and regulations imposed by the landlord.~~

857 ~~B. If the duty imposed by subdivision A-1 is greater than any duty imposed by any other~~
858 ~~subdivision of that subsection, the tenant's duty shall be determined by reference to subdivision~~
859 ~~A-1.~~

860 **Drafting note: Because the text in this section is set out in two sections of the Code**
861 **(§ 55-225.4 in Chapter 13 and § 55-248.16 in the VRLTA) that are substantially similar**
862 **and the application of those two chapters is combined in this proposed chapter for**
863 **application to all residential tenancies, this second instance is recommended for repeal.**

864 ~~§ 55-248.18-1~~ 55.1-xxx. Access following entry of certain court orders.

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

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

873 2. A duplicate copy of all keys and instructions ~~of how to operate~~ for operating all
874 devices are given to the landlord.

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

878 B. A person, who is not a tenant or authorized occupant ~~in~~ of the dwelling unit and who
879 has obtained an order from a court ~~of competent jurisdiction~~ pursuant to § 16.1-279.1 or

880 subsection B of § 20-103 granting such person possession of the premises to the exclusion of
881 one or more co-tenants or authorized occupants; may provide a copy of such order to the
882 landlord and submit a rental application to become a tenant ~~in~~ of such dwelling unit within 10
883 days of the entry of such order. If such person's rental application meets the landlord's tenant
884 selection criteria, such person may become a tenant ~~in~~ of such dwelling unit under a written
885 rental agreement. If such person submits a rental application and does not meet the landlord's
886 tenant selection criteria, such person shall vacate the dwelling unit no later than 30 days of the
887 date the landlord gives such person written notice that his rental application has been rejected. If
888 such person does not provide a copy of the protective order to the landlord and submit a rental
889 application to the landlord within 10 days as required by this section, such person shall vacate
890 the dwelling unit no later than 30 days of the date of the entry of such order. Such person shall
891 be liable to the landlord for failure to vacate the dwelling unit as required in this section.

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

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

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

902 **Drafting note: Existing § 55-248.18:1 is logically relocated from the existing**
903 **VRLTA (§ 55-248.2 et seq.) to this article on the obligations of tenants because it applies to**
904 **such obligations for all residential tenancies. "Of competent jurisdiction" is deleted after**
905 **"court" in subsections A and B as unnecessary; the court must have the authority under**
906 **the sections cross-referenced to make the order. Technical changes are made.**

907 ~~§ 55-225.5. Access following entry of certain court orders.~~

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

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

916 ~~2. A duplicate copy of all keys and instructions of how to operate all devices are given to~~
917 ~~the landlord.~~

918 ~~Upon termination of the tenancy, the tenant shall be responsible for payment to the~~
919 ~~landlord of the reasonable costs incurred for the removal of all such devices installed and repairs~~
920 ~~to all damaged areas.~~

921 ~~B. A person, who is not a tenant or authorized occupant in the dwelling unit and who has~~
922 ~~obtained an order from a court of competent jurisdiction pursuant to § 16.1-279.1 or subsection~~
923 ~~B of § 20-103 granting such person possession of the premises to the exclusion of one or more~~
924 ~~co-tenants or authorized occupants, may provide a copy of such order to the landlord and submit~~
925 ~~a rental application to become a tenant in such dwelling unit within 10 days of the entry of such~~
926 ~~order. If such person's rental application meets the landlord's tenant selection criteria, such~~
927 ~~person may become a tenant in such dwelling unit under a written rental agreement. If such~~
928 ~~person submits a rental application and does not meet the landlord's tenant selection criteria,~~
929 ~~such person shall vacate the dwelling unit no later than 30 days of the date the landlord gives~~
930 ~~such person written notice that his rental application has been rejected. If such person does not~~
931 ~~provide a copy of the protective order to the landlord and submit a rental application to the~~
932 ~~landlord within 10 days as required by this section, such person shall vacate the dwelling unit no~~

933 ~~later than 30 days of the date of the entry of such order. Such person shall be liable to the~~
934 ~~landlord for failure to vacate the dwelling unit as required in this section.~~

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

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

943 ~~D. This section shall not apply when the court order excluding a person was issued ex~~
944 ~~parte.~~

945 **Drafting note: Because the text in this section is set out in two sections of the Code**
946 **(§ 55-225.5 in Chapter 13 and § 55-248.18:1 in the VRLTA) that are identical and the**
947 **application of those two chapters is combined in this proposed chapter for application to**
948 **all residential tenancies, this second instance is recommended for repeal.**

949 Article 5.

950 Tenant Remedies.

951 **Drafting note: Proposed Article 5 consolidates all sections from existing Chapters**
952 **13 (§ 55-217 et seq.) and 13.2, the Virginia Residential Landlord and Tenant Act (§ 55-**
953 **248.2 et seq.), that relate to remedies available to tenants in residential tenancy**
954 **agreements.**

955 ~~§ 55-248.21~~ § 55.1-xxx. Noncompliance by landlord.

956 Except as provided in this ~~chapter part~~, if there is a material noncompliance by the
957 landlord with the rental agreement or a noncompliance with any provision of this ~~chapter part~~,
958 materially affecting health and safety, the tenant may serve a written notice on the landlord
959 specifying the acts and omissions constituting the breach and stating that the rental agreement

960 will terminate upon a date not less than 30 days after receipt of the notice if such breach is not
961 remedied in 21 days.

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

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

972 If the breach is remediable by repairs and the landlord adequately remedies the breach
973 prior to the date specified in the notice, the rental agreement will not terminate. The tenant may
974 not terminate for a condition caused by the deliberate or negligent act or omission of the tenant,
975 ~~a member of his family, or other person on the premises with his consent whether known by the~~
976 ~~tenant or not an authorized occupant, or a guest or invitee of the tenant.~~ In addition, the tenant
977 may recover damages and obtain injunctive relief for noncompliance by the landlord with the
978 provisions of the rental agreement or of this ~~chapter part~~. The tenant shall be entitled to recover
979 reasonable ~~attorneys' attorney~~ fees, unless the landlord proves by a preponderance of the
980 evidence that the landlord's actions were reasonable under the circumstances. ~~If the rental~~
981 ~~agreement is terminated due to the landlord's noncompliance, the landlord shall return the~~
982 ~~security deposit in accordance with § 55-248.15:1.~~

983 **Drafting note: Existing § 55-248.21 is logically relocated from the existing VRLTA**
984 **(§ 55-248.2 et seq.) to this article on tenant remedies because it applies to such remedies**
985 **for all residential tenancies. Language in the last paragraph is amended to use the defined**
986 **terms "authorized occupant" and "guest or invitee." The provision relating to security**

987 **deposits is relocated to proposed § 55.1-xxx [§ 55-248.15:1] because it is applicable only to**
988 **residential tenancies that are governed by the VRLTA. Technical changes are made.**

989 ~~§ 55-225.13. Noncompliance by landlord in the rental of a dwelling unit.~~

990 ~~Except as provided in this chapter, for the rental of a dwelling unit, if there is a material~~
991 ~~noncompliance by the landlord with the rental agreement or a noncompliance with any~~
992 ~~provision of this chapter affecting dwelling units, materially affecting health and safety, the~~
993 ~~tenant may serve a written notice on the landlord specifying the acts and omissions constituting~~
994 ~~the breach and stating that the rental agreement will terminate upon a date not less than 30 days~~
995 ~~after receipt of the notice if such breach is not remedied in 21 days.~~

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

999 ~~If the landlord has been served with a prior written notice which required the landlord to~~
1000 ~~remedy a breach, and the landlord remedied such breach, where the landlord intentionally~~
1001 ~~commits a subsequent breach of a like nature as the prior breach, the tenant may serve a written~~
1002 ~~notice on the landlord specifying the acts and omissions constituting the subsequent breach,~~
1003 ~~make reference to the prior breach of a like nature, and state that the rental agreement will~~
1004 ~~terminate upon a date not less than 30 days after receipt of the notice.~~

1005 ~~If the breach is remediable by repairs and the landlord adequately remedies the breach~~
1006 ~~prior to the date specified in the notice, the rental agreement will not terminate. The tenant may~~
1007 ~~not terminate for a condition caused by the deliberate or negligent act or omission of the tenant,~~
1008 ~~a member of his family or other person on the premises with his consent whether known by the~~
1009 ~~tenant or not. In addition, the tenant may recover damages and obtain injunctive relief for~~
1010 ~~noncompliance by the landlord with the provisions of the rental agreement or of this chapter.~~
1011 ~~The tenant shall be entitled to recover reasonable attorney fees unless the landlord proves by a~~
1012 ~~preponderance of the evidence that the landlord's actions were reasonable under the~~
1013 ~~circumstances.~~

1014 **Drafting note: Because the text in this section is set out in two sections of the Code**
1015 **(§ 55-225.13 in Chapter 13 and § 55-248.21 in the VRLTA) that are substantially similar**
1016 **and the application of those two chapters is combined in this proposed chapter for**
1017 **application to all residential tenancies, this second instance is recommended for repeal.**

1018 § ~~55-248.21-1~~ 55.1-xxx. Early termination of rental agreement by military personnel.

1019 A. Any member of the ~~armed forces~~ Armed Forces of the United States or a member of
1020 the National Guard serving on full-time duty or as a ~~Civil Service~~ civil service technician with
1021 the National Guard may, through the procedure detailed in subsection B, terminate his rental
1022 agreement if the member (i) has received permanent change of station orders to depart 35 miles
1023 or more (radius) from the location of the dwelling unit; (ii) has received temporary duty orders
1024 in excess of three months' duration to depart 35 miles or more (radius) from the location of the
1025 dwelling unit; (iii) is discharged or released from active duty with the ~~armed forces~~ Armed
1026 Forces of the United States or from his full-time duty or technician status with the National
1027 Guard; or (iv) is ordered to report to government-supplied quarters resulting in the forfeiture of
1028 basic allowance for quarters.

1029 B. Tenants who qualify to terminate a rental agreement pursuant to subsection A shall do
1030 so by serving on the landlord a written notice of termination to be effective on a date stated
1031 ~~therein~~ in such written notice, such date to be not less than 30 days after the first date on which
1032 the next rental payment is due and payable after the date on which the written notice is given.
1033 The termination date shall be no more than 60 days prior to the date of departure necessary to
1034 comply with the official orders or any supplemental instructions for interim training or duty
1035 prior to the transfer. Prior to the termination date, the tenant shall furnish the landlord with a
1036 copy of the official notification of the orders or a signed letter, confirming the orders, from the
1037 tenant's commanding officer.

1038 C. The landlord may not charge any liquidated damages.

1039 ~~C-D.~~ Nothing in this section shall affect the tenant's obligations established by § ~~55-~~
1040 ~~248.16~~ 55.1-xxx or 55.1-xxx [tenant to maintain dwelling unit; additional obligations § in
1041 Chapter 2].

1042 ~~D. The exemption provided in subdivision 10 of subsection A of § 55-248.5 shall not~~
1043 ~~apply to this section.~~

1044 **Drafting note: Existing § 55-248.21:1 is logically relocated from the existing**
1045 **VRLTA (§ 55-248.2 et seq.) to this article on tenant remedies because it applies to such**
1046 **remedies for all residential tenancies. Existing subsection D is stricken because it is no**
1047 **longer applicable due to the relocation of this section. Technical changes are made.**

1048 ~~§ 55-248.21:2~~ 55.1-xxx. Early termination of rental agreements by victims of family
1049 abuse, sexual abuse, or criminal sexual assault.

1050 A. Any tenant who is a victim of (i) family abuse as defined by § 16.1-228, (ii) sexual
1051 abuse as defined by § 18.2-67.10, or (iii) other criminal sexual assault under Article 7 (§ 18.2-61
1052 et seq.) of Chapter 4 of Title 18.2 may terminate such tenant's obligations under a rental
1053 agreement under the following circumstances:

1054 1. The victim has obtained an order of protection pursuant to § 16.1-279.1 and has given
1055 written notice of termination in accordance with subsection B during the period of the protective
1056 order or any extension thereof; or

1057 2. A court has entered an order convicting a perpetrator of any crime of sexual assault
1058 under Article 7 (§ 18.2-61 et seq.) of Chapter 4 of Title 18.2, sexual abuse as defined by § 18.2-
1059 67.10, or family abuse as defined by § 16.1-228 against the victim and the victim gives written
1060 notice of termination in accordance with subsection B. A victim may exercise a right of
1061 termination under this section to terminate a rental agreement in effect when the conviction
1062 order is entered and one subsequent rental agreement based upon the same conviction.

1063 B. A tenant who qualifies to terminate such tenant's obligations under a rental agreement
1064 pursuant to subsection A shall do so by serving on the landlord a written notice of termination to
1065 be effective on a date stated ~~therein~~ in such written notice, such date to be not less than 30 days

1066 after the first date on which the next rental payment is due and payable after the date on which
1067 the written notice is given. When the tenant serves the termination notice on the landlord, the
1068 tenant shall also provide the landlord with a copy of (i) the order of protection issued or (ii) the
1069 conviction order.

1070 C. The rent shall be payable at such time as would otherwise have been required by the
1071 terms of the rental agreement through the effective date of the termination as provided in
1072 subsection B.

1073 D. The landlord may not charge any liquidated damages.

1074 E. The victim's obligations as a tenant under § ~~55-248.16~~ 55.1-xxx shall continue
1075 through the effective date of the termination as provided in subsection B. Any co-tenants on the
1076 lease with the victim shall remain responsible for the rent for the balance of the term of the
1077 rental agreement. If the perpetrator is the remaining sole tenant obligated on the rental
1078 agreement, the landlord may terminate the rental agreement and collect actual damages for such
1079 termination against the perpetrator pursuant to § ~~55-248.35~~ 55.1-xxx.

1080 **Drafting note: Existing § 55-248.21:2 is logically relocated from the existing**
1081 **VRLTA (§ 55-248.2 et seq.) to this article on tenant remedies because it applies to such**
1082 **remedies for all residential tenancies. A technical change is made.**

1083 ~~§ 55-225.16. Early termination of rental agreements by victims of family abuse, sexual~~
1084 ~~abuse, or criminal sexual assault.~~

1085 ~~A. Any tenant who is a victim of (i) family abuse as defined by § 16.1-228, (ii) sexual~~
1086 ~~abuse as defined by § 18.2-67.10, or (iii) other criminal sexual assault under Article 7 (§ 18.2-61~~
1087 ~~et seq.) of Chapter 4 of Title 18.2 may terminate such tenant's obligations under a rental~~
1088 ~~agreement under the following circumstances:~~

1089 ~~1. The victim has obtained an order of protection pursuant to § 16.1-279.1 and has given~~
1090 ~~written notice of termination in accordance with subsection B during the period of the protective~~
1091 ~~order or any extension thereof; or~~

1092 ~~2. A court has entered an order convicting a perpetrator of any crime of sexual assault~~
1093 ~~under Article 7 (§ 18.2-61 et seq.) of Chapter 4 of Title 18.2, sexual abuse as defined by § 18.2-~~
1094 ~~67.10, or family abuse as defined by § 16.1-228 against the victim and the victim gives written~~
1095 ~~notice of termination in accordance with subsection B. A victim may exercise a right of~~
1096 ~~termination under this section to terminate a rental agreement in effect when the conviction~~
1097 ~~order is entered and one subsequent rental agreement based upon the same conviction.~~

1098 ~~B. A tenant who qualifies to terminate obligations under a rental agreement pursuant to~~
1099 ~~subsection A shall do so by serving on the landlord a written notice of termination to be~~
1100 ~~effective on a date stated therein, such date to be not less than 30 days after the first date on~~
1101 ~~which the next rental payment is due and payable after the date on which the written notice is~~
1102 ~~given. When the tenant serves the termination notice on the landlord, the tenant shall also~~
1103 ~~provide the landlord with a copy of (i) the order of protection issued or (ii) the conviction order.~~

1104 ~~C. The rent shall be payable at such time as would otherwise have been required by the~~
1105 ~~terms of the rental agreement through the effective date of the termination as provided in~~
1106 ~~subsection B.~~

1107 ~~D. The landlord may not charge any liquidated damages.~~

1108 ~~E. The victim's obligations as a tenant under § 55-225.4 shall continue through the~~
1109 ~~effective date of the termination as provided in subsection B. Any co-tenants on the lease with~~
1110 ~~the victim shall remain responsible for the rent for the balance of the term of the rental~~
1111 ~~agreement. If the perpetrator is the remaining sole tenant obligated on the rental agreement, the~~
1112 ~~landlord may terminate the rental agreement and collect actual damages for such termination~~
1113 ~~against the perpetrator.~~

1114 **Drafting note: Because the text in this section is set out in two sections of the Code**
1115 **(§ 55-225.16 in Chapter 13 and § 55-248.21:2 in the VRLTA) that are identical and the**
1116 **application of those two chapters is combined in this proposed chapter for application to**
1117 **all residential tenancies, this second instance is recommended for repeal.**

1118 ~~§ 55-248.25:1~~ § 55.1-xxx. Rent escrow required for continuance of tenant's case.

1119 A. Where a landlord has filed an unlawful detainer action seeking possession of the
1120 premises as provided by this ~~chapter part~~, and the tenant seeks to obtain a continuance of the
1121 action or to set it for a contested trial, the court shall, upon request of the landlord, order the
1122 tenant to pay an amount equal to the rent that is due as of the initial court date into the court
1123 escrow account prior to granting the tenant's request for a delayed court date. However, if the
1124 tenant asserts a good faith defense, and the court so finds, the court shall not require the rent to
1125 be escrowed. If the landlord requests a continuance, or to set the case for a contested trial, the
1126 court shall not require the rent to be escrowed.

1127 B. If the court finds that the tenant has not asserted a good faith defense, the tenant shall
1128 be required to pay an amount determined by the court to be proper into the court escrow account
1129 in order for the case to be continued or set for contested trial. ~~To meet the ends of justice,~~
1130 ~~however, the~~ The court may grant the tenant a continuance of no more than one week to make
1131 full payment of the court-ordered amount into the court escrow account. If the tenant fails to pay
1132 the entire amount ordered, the court shall, upon request of the landlord, enter judgment for the
1133 landlord and enter an order of possession of the premises.

1134 C. The court shall further order that should the tenant fail to pay future rents due under
1135 the rental agreement into the court escrow account, the court shall, upon the request of the
1136 landlord, enter judgment for the landlord and enter an order of possession of the premises.

1137 D. Upon motion of the landlord, the court may disburse the moneys held in the court
1138 escrow account to the landlord for payment of his mortgage or other expenses relating to the
1139 dwelling unit.

1140 E. Except as provided in subsection D, no rent required to be escrowed under this section
1141 shall be disbursed within 10 days of the date of the judgment unless otherwise agreed to by the
1142 parties. If an appeal is taken by the plaintiff, the rent held in escrow shall be transmitted to the
1143 clerk of the circuit court to be held in such court escrow account pending the outcome of the
1144 appeal.

1145 **Drafting note: Existing § 55-248.25:1 is logically relocated from the existing**
1146 **VRLTA (§ 55-248.2 et seq.) to this article on tenant remedies because it applies to such**
1147 **remedies for all residential tenancies. Application for this section is amended so that it**
1148 **applies to all of Part A of this subtitle. Technical changes are made.**

1149 ~~§ 55-225.14. Rent escrow required for continuance of tenant's case in the rental of a~~
1150 ~~dwelling unit.~~

1151 ~~A. Where a landlord has filed an unlawful detainer action seeking possession of the~~
1152 ~~dwelling unit and the tenant seeks to obtain a continuance of the action or to set it for a~~
1153 ~~contested trial, the court shall, upon request of the landlord, order the tenant to pay an amount~~
1154 ~~equal to the rent that is due as of the initial court date into the court escrow account prior to~~
1155 ~~granting the tenant's request for a delayed court date. However, if the tenant asserts a good faith~~
1156 ~~defense, and the court so finds, the court shall not require the rent to be escrowed. If the landlord~~
1157 ~~requests a continuance, or to set the case for a contested trial, the court shall not require the rent~~
1158 ~~to be escrowed.~~

1159 ~~B. If the court finds that the tenant has not asserted a good faith defense, the tenant shall~~
1160 ~~be required to pay an amount determined by the court to be proper into the court escrow account~~
1161 ~~in order for the case to be continued or set for contested trial. To meet the ends of justice,~~
1162 ~~however, the court may grant the tenant a continuance of no more than one week to make full~~
1163 ~~payment of the court ordered amount into the court escrow account. If the tenant fails to pay the~~
1164 ~~entire amount ordered, the court shall, upon request of the landlord, enter judgment for the~~
1165 ~~landlord and enter an order of possession of the dwelling unit.~~

1166 ~~C. The court shall further order that should the tenant fail to pay future rents due under~~
1167 ~~the rental agreement into the court escrow account, the court shall, upon the request of the~~
1168 ~~landlord, enter judgment for the landlord and enter an order of possession of the dwelling unit.~~

1169 ~~D. Upon motion of the landlord, the court may disburse the moneys held in the court~~
1170 ~~escrow account to the landlord for payment of his mortgage or other expenses relating to the~~
1171 ~~dwelling unit.~~

1172 ~~E. Except as provided in subsection D, no rent required to be escrowed under this section~~
1173 ~~shall be disbursed within 10 days of the date of the judgment unless otherwise agreed to by the~~
1174 ~~parties. If an appeal is taken by the plaintiff, the rent held in escrow shall be transmitted to the~~
1175 ~~clerk of the circuit court to be held in such court escrow account pending the outcome of the~~
1176 ~~appeal.~~

1177 **Drafting note: Because the text in this section is set out in two sections of the Code**
1178 **(§ 55-225.14 in Chapter 13 and § 55-248.25:1 in the VRLTA) that are identical and the**
1179 **application of those two chapters is combined in this proposed chapter for application to**
1180 **all residential tenancies, this second instance is recommended for repeal.**

1181 ~~§ 55-248.26 55.1-xxx.~~ Tenant's remedies for landlord's unlawful ouster, exclusion, or
1182 diminution of service.

1183 ~~If the a landlord unlawfully removes or excludes the a tenant from the premises or~~
1184 ~~willfully diminishes services to the tenant by interrupting or causing the interruption of gas,~~
1185 ~~water, or other an essential service to the tenant, the tenant may obtain an order from a general~~
1186 ~~district court to recover possession, require the landlord to resume any such interrupted utility~~
1187 ~~service, or terminate the rental agreement and, in any case, recover the actual damages sustained~~
1188 ~~by him and a reasonable attorney fee fees. ~~If the rental agreement is terminated the landlord~~~~
1189 ~~shall return all of the security deposit in accordance with § 55-248.15:1.~~

1190 **Drafting note: Existing § 55-248.26 is logically relocated from the existing VRLTA**
1191 **(§ 55-248.2 et seq.) to this article on tenant remedies because it applies to such remedies**
1192 **for all residential tenancies. The phrase "gas, water, or other" is stricken in favor of using**
1193 **the defined term "essential service." The provision relating to security deposits is stricken**
1194 **here and relocated to proposed § 55.1-xxx [§ 55-248.15:1] because it applies only to**
1195 **residential tenancies that are governed by the VRLTA. A technical change is made.**

1196 ~~§ 55-225.2. Remedies for landlord's unlawful ouster, exclusion or diminution of service.~~

1197 ~~If a landlord unlawfully removes or excludes a tenant from residential premises or~~
1198 ~~willfully diminishes services to a residential tenant by interrupting or causing the interruption of~~

1199 ~~gas, water, or other essential service to the tenant, the tenant may obtain an order from a general~~
1200 ~~district court to recover possession, require the landlord to resume any such interrupted utility~~
1201 ~~service, or terminate the rental agreement and, in any case, recover the actual damages sustained~~
1202 ~~by him and reasonable attorney fees. If the rental agreement is terminated pursuant to this~~
1203 ~~section, the landlord shall return all security given by such tenant.~~

1204 **Drafting note: Because the text in this section is set out in two sections of the Code**
1205 **(§ 55-225.2 in Chapter 13 and § 55-248.26 in the VRLTA) that are substantially similar**
1206 **and the application of those two chapters is combined in this proposed chapter for**
1207 **application to all residential tenancies, this second instance is recommended for repeal.**

1208 ~~§ 55-248.36 55.1-xx.~~ Recovery of possession limited.

1209 A landlord may not recover or take possession of the dwelling unit (i) by willful
1210 diminution of services to the tenant by interrupting or causing the interruption of ~~electric, gas,~~
1211 ~~water or other~~ an essential service required by the rental agreement or (ii) by refusal to permit
1212 the tenant access to the unit unless such refusal is pursuant to a court order for possession. A
1213 provision included in a rental agreement authorizing action prohibited by this section is
1214 unenforceable.

1215 **Drafting note: Existing § 55-248.36 is logically relocated from the existing VRLTA**
1216 **(§ 55-248.2 et seq.) to this article on tenant remedies because it applies to such remedies**
1217 **for all residential tenancies. The phrase "electric, gas, water or other" is stricken in favor**
1218 **of using the defined term "essential service." The last sentence of this section is based on**
1219 **language in existing § 55-225.1, which is stricken as substantially similar to this section.**

1220 ~~§ 55-225.1. Recovery of possession limited.~~

1221 ~~A landlord may not recover or take possession of a residential dwelling unit by (i) willful~~
1222 ~~diminution of services to the tenant by interrupting or causing the interruption of electric, gas,~~
1223 ~~water or other essential service required to be supplied by the landlord under a rental agreement~~
1224 ~~or (ii) refusal to permit the tenant access to such unit unless such refusal is pursuant to an~~
1225 ~~unlawful detainer action from a court of competent jurisdiction and the execution of a writ of~~

1226 ~~possession issued pursuant thereto. A provision included in a rental agreement for a dwelling~~
1227 ~~unit authorizing action prohibited by this section is unenforceable.~~

1228 **Drafting note: Because the text in this section is set out in two sections of the Code**
1229 **(§ 55-225.1 in Chapter 13 and § 55-248.36 in the VRLTA) that are substantially similar**
1230 **and the application of those two chapters is combined in this proposed chapter for**
1231 **application to all residential tenancies, this second instance is recommended for repeal.**

1232 § ~~55-248.39~~ 55.1-xxx. Retaliatory conduct prohibited.

1233 A. Except as provided in this section, or as otherwise provided by law, a landlord may
1234 not retaliate by increasing rent or decreasing services or by bringing or threatening to bring an
1235 action for possession or by causing a termination of the rental agreement pursuant to § ~~55-222~~
1236 ~~or 55-248.37~~ 55.1-xxx after he has knowledge that (i) the tenant has complained to a
1237 governmental agency charged with responsibility for enforcement of a building or housing code
1238 of a violation applicable to the premises materially affecting health or safety; (ii) the tenant has
1239 made a complaint to or filed a suit against the landlord for a violation of any provision of this
1240 ~~chapter part~~; (iii) the tenant has organized or become a member of a tenants' organization; or
1241 (iv) the tenant has testified in a court proceeding against the landlord. However, the provisions
1242 of this subsection shall not be construed to prevent the landlord from increasing ~~rents~~ rent to that
1243 which is charged ~~on~~ for similar market rentals ~~nor or from~~ decreasing services that ~~shall~~ apply
1244 equally to all tenants.

1245 B. If the landlord acts in violation of this section, the tenant is entitled to the applicable
1246 remedies provided for in this ~~chapter part~~, including recovery of actual damages, and may assert
1247 such retaliation as a defense in any action against him for possession. The burden of proving
1248 retaliatory intent shall be on the tenant.

1249 C. Notwithstanding subsections A and B, a landlord may terminate the rental agreement
1250 pursuant to § ~~55-222 or 55-248.37~~ 55.1-xxx and bring an action for possession if:

1251 1. Violation of the applicable building or housing code was caused primarily by lack of
1252 reasonable care by the tenant ~~or a member of his household or a person on the premises with his~~
1253 ~~consent, an authorized occupant, or a guest or invitee of the tenant;~~

1254 2. The tenant is in default in rent;

1255 3. Compliance with the applicable building or housing code requires alteration,
1256 remodeling, or demolition that would effectively deprive the tenant of use of the dwelling unit;
1257 or

1258 4. The tenant is in default of a provision of the rental agreement materially affecting the
1259 health and safety of himself or others. ~~The maintenance of the action provided herein does not~~
1260 ~~release the landlord from liability under § 55-248.15:1.~~

1261 D. The landlord may also terminate the rental agreement pursuant to ~~§ 55-222 or 55-~~
1262 ~~248.37 55.1-xxx~~ for any other reason not prohibited by law unless the court finds that the reason
1263 for the termination was retaliation.

1264 **Drafting note: Existing § 55-248.39 is logically relocated from the existing VRLTA**
1265 **(§ 55-248.2 et seq.) to this article on tenant remedies because it applies to such remedies**
1266 **for all residential tenancies. Language in subdivision C 1 is amended to use defined terms**
1267 **"authorized occupant" and "guest or invitee." Language in subdivision C 4 relating to a**
1268 **landlord's obligations with respect to security deposits pursuant to existing § 55-248.15:1 is**
1269 **stricken and relocated to proposed § 55.1-xxx [§ 55-248.15:1] in the VRLTA because it is**
1270 **applicable only to residential tenancies that are governed by the VRLTA. Technical**
1271 **changes are made.**

1272 ~~§ 55-225.18. Retaliatory conduct prohibited.~~

1273 ~~A. Except as provided in this section, or as otherwise provided by law, a landlord may~~
1274 ~~not retaliate by increasing rent or decreasing services or by bringing or threatening to bring an~~
1275 ~~action for possession or by causing a termination of the rental agreement pursuant to § 55-222~~
1276 ~~or 55-248.37 after he has knowledge that (i) the tenant has complained to a governmental~~
1277 ~~agency charged with responsibility for enforcement of a building or housing code of a violation~~

1278 ~~applicable to the premises materially affecting health or safety; (ii) the tenant has made a~~
1279 ~~complaint to or filed a suit against the landlord for a violation of any provision of this chapter;~~
1280 ~~(iii) the tenant has organized or become a member of a tenants' organization; or (iv) the tenant~~
1281 ~~has testified in a court proceeding against the landlord. However, the provisions of this~~
1282 ~~subsection shall not be construed to prevent the landlord from increasing rents to that charged~~
1283 ~~on similar market rentals nor decreasing services that shall apply equally to all tenants.~~

1284 ~~B. If the landlord acts in violation of this section, the tenant is entitled to the applicable~~
1285 ~~remedies provided for in this chapter, including recovery of actual damages, and may assert~~
1286 ~~such retaliation as a defense in any action against him for possession. The burden of proving~~
1287 ~~retaliatory intent shall be on the tenant.~~

1288 ~~C. Notwithstanding subsections A and B, a landlord may terminate the rental agreement~~
1289 ~~pursuant to § 55-222 or 55-248.37 and bring an action for possession if:~~

1290 ~~1. Violation of the applicable building or housing code was caused primarily by lack of~~
1291 ~~reasonable care by the tenant or a member of his household or a person on the premises with his~~
1292 ~~consent;~~

1293 ~~2. The tenant is in default in rent;~~

1294 ~~3. Compliance with the applicable building or housing code requires alteration,~~
1295 ~~remodeling or demolition that would effectively deprive the tenant of use of the dwelling unit;~~
1296 ~~or~~

1297 ~~4. The tenant is in default of a provision of the rental agreement materially affecting the~~
1298 ~~health and safety of himself or others.~~

1299 ~~D. The landlord may also terminate the rental agreement pursuant to § 55-222 or 55-~~
1300 ~~248.37 for any other reason not prohibited by law unless the court finds that the reason for the~~
1301 ~~termination was retaliation.~~

1302 **Drafting note: Because the text in this section is set out in two sections of the Code**
1303 **(§ 55-225.18 in Chapter 13 and § 55-248.39 in the VRLTA) that are substantially similar**

1304 and the application of those two chapters is combined in this proposed chapter for
1305 application to all residential tenancies, this second instance is recommended for repeal.

1306 [Article 6.](#)

1307 [Landlord Remedies.](#)

1308 **Drafting note: Proposed Article 6 contains the section from existing Chapter 13 (§**
1309 **55-217 et seq.) that relates to remedies available to landlords in residential tenancy**
1310 **agreements.**

1311 § ~~55-246.1~~ [55.1-xxx](#). Who may recover rent or possession.

1312 Notwithstanding any rule of court to the contrary, (i) any person licensed under the
1313 provisions of § 54.1-2106.1, (ii) any property manager, or a managing agent of a landlord as
1314 defined in § ~~55-248.4~~ [55.1-xxx](#), or (iii) any employee, who is authorized in writing by a
1315 corporate officer with the approval of the board of directors, or by a manager, a general partner,
1316 or a trustee, of a partnership, association, corporation, limited liability company, limited
1317 partnership, professional corporation, professional limited liability company, registered limited
1318 liability partnership, registered limited liability limited partnership, business trust, or family
1319 trust to sign pleadings as the agent of the business entity may obtain a judgment (a) for
1320 possession in the general district court for the county or city ~~wherein in which~~ the premises, or
1321 part thereof, is situated or (b) for rent or damages, including actual damages for breach of the
1322 rental agreement, in any general district court where venue is proper under § 8.01-259, against
1323 any defendant if the person seeking such judgment had a contractual agreement with the
1324 landlord to manage the premises for which rent or possession is due and may prepare, execute,
1325 file, and have served on other parties in any general district court a warrant in debt, suggestion
1326 for summons in garnishment, garnishment summons, writ of possession, or writ of fieri facias
1327 arising out of a ~~landlord-tenant~~ [landlord-tenant](#) relationship. However, the activities of any such
1328 person in court shall be limited by the provisions of § 16.1-88.03.

