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~~CHAPTER 13.1~~

~~RENT CONTROL.~~

~~§ 55-248.1. Repealed.~~

Drafting note: Repealed by Acts 2010, c. 92, cl. 1.

~~CHAPTER 13.2 XX. [2]~~

VIRGINIA RESIDENTIAL LANDLORD AND TENANT ACT.

Existing Chapter 13.2 of Title 55, the Virginia Residential Landlord and Tenant Act (VRLTA), is retained as proposed Chapter XX [2]. Numerous provisions of the existing VRLTA that are applicable to all residential tenancies and that appear as stricken text have been logically relocated to proposed Chapter XX [1] (General Provisions) of Part A (Residential Tenancies), which specifically provides that residential tenancies covered by the VRLTA are subject to both Chapter XX [1] and Chapter XX [2]. The drafting note for each section of proposed Chapter XX [2] that contains relocated general provisions explains the reason for relocating and the proposed destination of the provision.

Article 1.

In General Provisions.

Drafting note: Existing §§ 55-248.3:1, 55-248.6, 55-248.6:1, 55-248.7, 55-248.7:1, 55-248.7:2, 55-248.8, 55-248.9, 55-248.9:1, and 55-248.10:1 in Article 1 of the VRLTA are retained as proposed Article 1 of the VRLTA in proposed Subtitle III. Existing §§ 55-248.4 and 55-248.5 from Article 1 and § 55-248.40 from Article 6 of the VRLTA are relocated to this article because they apply to all residential tenancies governed by the VRLTA.

~~§ 55-248.2. Short title.~~

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

Drafting note: Existing § 55-248.2 is recommended for repeal on the basis of § 1-244, which states that the caption of a subtitle, chapter, or article operates as a short title citation. The short title citation is retained in the title of proposed Chapter XX [2].

28 § ~~55-248.3:1~~ 55.1-xxx. Applicability ~~of chapter~~.

29 A. This chapter shall apply to all rental agreements ~~entered into on or after July 1, 1974,~~
30 ~~which are not exempted pursuant to § 55-248.5 for residential tenancies under subsection B of §~~
31 ~~55.1-xxx [Applicability § in Chapter 1, General Provisions], and all provisions thereof of this~~
32 ~~chapter~~ shall apply to all jurisdictions in the Commonwealth and may not be waived or
33 otherwise modified, in whole or in part, by the governing body of any locality, its boards and
34 commissions or other instrumentalities, or by the courts of the Commonwealth.

35 § ~~55-248.3~~. Purposes ~~of chapter~~.

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

41 B. Nothing in this chapter shall prohibit a ~~county, city or town~~ locality from establishing
42 a commission, reconciliatory in nature only, or designating an existing agency, which upon
43 mutual agreement of the parties may mediate conflicts ~~which that~~ may arise out of the
44 application of this chapter, nor shall anything ~~herein in this chapter~~ be deemed to prohibit an
45 ordinance designed to effect compliance with local property maintenance codes. This chapter
46 shall supersede all other local, ~~county, or municipal~~ ordinances or regulations concerning
47 landlord and tenant relations and the leasing of residential property.

48 **Drafting note: Existing §§ 55-248.3 and 55-248.3:1 are combined. The initial**
49 **purpose statement in existing § 55-248.3 is stricken per the Code Commission general**
50 **policy that purpose statements do not have general and permanent application and thus**
51 **are not included in the Code. The provision ("provided, however, that nothing in this**
52 **chapter ...") of existing § 55-248.3 is relocated as proposed subsection C. Technical**
53 **changes are made.**

54 § ~~55-248.6~~ 55.1-xxx. Notice.

55 A. As used in this chapter, "notice" means the same as that term is defined in § 55.1-xxx
56 [§ 55-248.4]:

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

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

73 C. In the case of the landlord, notice is served on the landlord at his place of business
74 where the rental agreement was made₇; or at any place held out by the landlord as the place for
75 receipt of the communication.

76 C.D. In the case of the tenant, notice is served at the tenant's last known place of
77 residence, which may be the dwelling unit.

78 D.E. Notice, knowledge₂, or a notice or notification received by an organization is
79 effective for a particular transaction from the time it is brought to the attention of the person
80 conducting that transaction, or from the time it would have been brought to his attention if the
81 organization had exercised reasonable diligence.

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

87 G. The landlord may, in accordance with a written agreement, delegate to a managing
88 agent or other third party the responsibility of providing any written notice required by this
89 chapter.

90 **Drafting note: Existing subsection A, the definition of "notice," is relocated to**
91 **proposed § 55.1-xxx [§ 55-248.4], the definitions section for Part A, and a cross-reference**
92 **is added for ease of use. Proposed subsection G contains a notice provision relocated from**
93 **the definition of "written notice" in existing § 55-248.4. Technical changes are made.**

94 § ~~55-248.6:1~~ 55.1-xxx. Application deposit and application fee.

95 A. Any landlord may require a refundable application deposit in addition to a
96 nonrefundable application fee. If the applicant fails to rent the unit for which application was
97 made, from the application deposit the landlord shall refund to the applicant within 20 days after
98 the applicant's failure to rent the unit or the landlord's rejection of the application all sums in
99 excess of the landlord's actual expenses and damages together with an itemized list of ~~said such~~
100 expenses and damages. If, however, the application deposit was made by cash, certified check,
101 cashier's check, or postal money order, such refund shall be made within 10 days of the
102 applicant's failure to rent the unit if the failure to rent is due to the landlord's rejection of the
103 application. If the landlord fails to comply with this section, the applicant may recover as
104 damages suffered by him that portion of the application deposit wrongfully withheld and
105 reasonable attorney fees.

106 B. A landlord may request that a prospective tenant provide information that will enable
107 the landlord to determine whether each applicant may become a tenant. The landlord may
108 photocopy each applicant's driver's license or other similar photo identification, containing

109 [either the applicant's social security number or control number issued by the Department of](#)
110 [Motor Vehicles pursuant to § 46.2-342. However, a landlord shall not photocopy a U.S.](#)
111 [government-issued identification so long as to do so is a violation of 18 U.S.C. § 701. The](#)
112 [landlord may require, for the purpose of determining whether each applicant is eligible to](#)
113 [become a tenant in the landlord's dwelling unit, that each applicant provide a social security](#)
114 [number issued by the U.S. Social Security Administration or an individual taxpayer](#)
115 [identification number issued by the U.S. Internal Revenue Service.](#)

116 [C. An application fee shall not exceed \\$50, exclusive of any actual out-of-pocket](#)
117 [expenses paid by the landlord to a third party performing background, credit, or other pre-](#)
118 [occupancy checks on the applicant. However, where an application is being made for a dwelling](#)
119 [unit that is a public housing unit or other housing unit subject to regulation by the U.S.](#)
120 [Department of Housing and Urban Development, an application fee shall not exceed \\$32,](#)
121 [exclusive of any actual out-of-pocket expenses paid to a third party by the landlord performing](#)
122 [background, credit, or other pre-occupancy checks on the applicant.](#)

123 **Drafting note: Proposed subsection B contains rental application provisions**
124 **relocated from the definition of "rental application" in existing § 55-248.4 because these**
125 **provisions apply only to tenancies governed by the VRLTA. Proposed subsection C**
126 **contains rental application provisions relocated from the definition of "application fee" in**
127 **existing § 55-248.4 because these provisions apply only to tenancies governed by the**
128 **VRLTA. Technical changes are made.**

129 [§ ~~55-248.7~~ 55.1-xxx. Terms and conditions of rental agreement; payment of rent; copy](#)
130 [of rental agreement for tenant; ~~accounting of rental payments~~.](#)

131 A. A landlord and tenant may include in a rental agreement, terms and conditions not
132 prohibited by this chapter or other rule of law, including rent, charges for late payment of rent,
133 [the](#) term of the agreement, automatic renewal of the rental agreement, requirements for notice of
134 intent to vacate or terminate the rental agreement, and other provisions governing the rights and
135 obligations of the parties.

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

138 C. Rent shall be payable without demand or notice at the time and place agreed upon by
139 the parties. Unless otherwise agreed, rent is payable at the place designated by the landlord, and
140 periodic rent is payable at the beginning of any term of one month or less and otherwise in equal
141 installments at the beginning of each month. If the landlord receives from a tenant a written
142 request for an accounting of charges and payments, he shall provide the tenant with a written
143 statement showing all debits and credits over the tenancy or the past 12 months, whichever is
144 shorter. The landlord shall provide such written statement within 10 business days of receiving
145 the request.

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

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

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

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

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

165 **Drafting note: In subsection D, the term "roomer" is changed to "tenant" to**
166 **correct a drafting error. Subsection H is stricken because it is identical to existing § 55-**
167 **225.15, which has been relocated to proposed Chapter XX [1] as applicable to all**
168 **residential tenancies. Technical changes are made.**

169 § ~~55-248.7:1~~ 55.1-xxx. Prepaid rent; maintenance of escrow account.

170 A landlord and a tenant may agree in a rental agreement that the tenant pay prepaid rent.
171 If a landlord receives prepaid rent, it shall be placed in an escrow account in a federally insured
172 depository in Virginia by the end of the fifth business day following receipt and shall remain in
173 the account until such time as the prepaid rent becomes due. Unless the landlord has otherwise
174 become entitled to receive any portion of the prepaid rent, it shall not be removed from the
175 escrow account required by this section without the written consent of the tenant.

176 **Drafting note: No change.**

177 § ~~55-248.7:2~~ 55.1-xxx. Landlord may obtain certain insurance for tenant.

178 A. ~~Damage Insurance.~~ A landlord may require as a condition of tenancy that a tenant
179 have commercial insurance coverage as specified in the rental agreement to secure the
180 performance by the tenant of the terms and conditions of the rental agreement and pay for the
181 cost of premiums for such insurance coverage obtained by the landlord, generally known as
182 "damage insurance." As provided in § ~~55-248.4~~ 55.1-xxx, such payments shall not be deemed a
183 security deposit; but shall be rent. However, as provided in § ~~55-248.9~~ 55.1-xxx, the landlord
184 ~~cannot shall not~~ require a tenant to pay both a security-deposits deposit and the cost of damage
185 insurance premiums, if the total amount of any security-~~deposits deposit~~ and damage insurance
186 premiums exceeds the amount of two months' periodic rent. The landlord shall notify a tenant in
187 writing that the tenant has the right to obtain a separate policy from the landlord's policy for
188 damage insurance. If a tenant elects to obtain a separate policy, the tenant shall submit to the
189 landlord written proof of such coverage and shall maintain such coverage at all times during the

190 term of the rental agreement. Where a landlord obtains damage insurance coverage on behalf of
191 a tenant, the insurance policy shall provide coverage for the tenant as an insured. The landlord
192 shall recover from the tenant the actual costs of such insurance coverage and may recover
193 administrative or other fees associated with administration of a damage insurance policy,
194 including a tenant opting out of the insurance coverage provided by the landlord pursuant to this
195 subsection. If a landlord obtains damage insurance for his tenants, the landlord shall provide to
196 each tenant, prior to execution of the rental agreement, a summary of the insurance policy or
197 certificate evidencing the coverage being provided and upon request of the tenant make
198 available a copy of the insurance policy.

199 B. ~~Renter's Insurance.~~ A landlord may require as a condition of tenancy that a tenant
200 have renter's insurance as specified in the rental agreement that is a combination multi-peril
201 policy containing fire, miscellaneous property, and personal liability coverage insuring personal
202 property located in residential dwelling units not occupied by the owner. A landlord may require
203 a tenant to pay for the cost of premiums for such insurance obtained by the landlord, in order
204 provide such coverage for the tenant as part of rent or as otherwise provided ~~herein in this~~
205 section. As provided in § ~~55-248.4 55.1-xxx~~, such payments shall not be deemed a security
206 deposit, but shall be rent. ~~If the landlord requires that such premiums be paid prior to the~~
207 ~~commencement of the tenancy, the total amount of all security deposits and insurance premiums~~
208 ~~for damage insurance and renter's insurance shall not exceed the amount of two months' periodic~~
209 ~~rent. Otherwise, the landlord may add a monthly amount as additional rent to recover the costs~~
210 ~~of such insurance coverage.~~ The landlord shall notify a tenant in writing that the tenant has the
211 right to obtain a separate policy from the landlord's policy for renter's insurance. If a tenant
212 elects to obtain a separate policy, the tenant shall submit to the landlord written proof of such
213 coverage and shall maintain such coverage at all times during the term of the rental agreement.

214 C. If the landlord requires that premiums for damage insurance or renter's insurance be
215 paid prior to the commencement of the tenancy, the total amount of all security deposits and
216 insurance premiums for such insurance shall not exceed the amount of two months' periodic

217 [rent. Otherwise, the landlord may add a monthly amount as additional rent to recover the costs](#)
218 [of such insurance coverage.](#)

219 D. Where a landlord obtains renter's insurance coverage on behalf of a tenant, the
220 insurance policy shall provide coverage for the tenant as an insured. The landlord shall recover
221 from the tenant the actual costs of such insurance coverage and may recover administrative or
222 other fees associated with the administration of a renter's insurance program, including a tenant
223 opting out of the insurance coverage provided to the tenant pursuant to this subsection. If a
224 landlord obtains renter's insurance for his tenants, the landlord shall provide to each tenant, prior
225 to execution of the rental agreement, a summary of the insurance policy prepared by the insurer
226 or certificate evidencing the coverage being provided and upon request of the tenant make
227 available a copy of the insurance policy.

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

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

240 ~~§ 55-248.8~~ [55.1-xxx](#). Effect of unsigned or undelivered rental agreement.

241 If the landlord does not sign and deliver a written rental agreement signed and delivered
242 to him by the tenant, acceptance of rent without reservation by the landlord gives the rental
243 agreement the same effect as if it had been signed and delivered by the landlord. If the tenant

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

249 **Drafting note: Technical changes.**

250 § ~~55-248.9~~ 55.1-xxx. Prohibited provisions in rental agreements.

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

252 1. Agrees to waive or ~~forego~~ forgo rights or remedies under this ~~chapter~~ Part A;

253 2. Agrees to waive or forgo rights or remedies pertaining to the 120-day conversion or
254 rehabilitation notice required in the Condominium Act (§ ~~55-79.39~~ 55.1-xxx et seq.), the
255 Virginia Real Estate Cooperative Act (§ ~~55-424~~ 55.1-xxx et seq.), or Chapter ~~13~~ XX (§ ~~55-217~~
256 55.1-xxx et seq.), except where the tenant is on a month-to-month lease pursuant to § ~~55-222~~
257 55.1-xxx;

258 3. Authorizes any person to confess judgment on a claim arising out of the rental
259 agreement;

260 4. Agrees to pay the landlord's ~~attorney's~~ attorney fees, except as provided in this ~~chapter~~
261 Part A;

262 5. Agrees to the exculpation or limitation of any liability of the landlord to the tenant
263 arising under law or to indemnify the landlord for that liability or ~~the~~ any associated costs
264 connected therewith;

265 6. Agrees as a condition of tenancy in public housing to a prohibition or restriction of
266 any lawful possession of a firearm within individual dwelling units unless required by federal
267 law or regulation; or

268 7. Agrees to both the payment of a security deposit and the provision of a bond or
269 commercial insurance policy purchased by the tenant to secure the performance of the terms and

270 conditions of a rental agreement, if the total of the security deposit and the bond or insurance
271 premium exceeds the amount of two months' periodic rent.

272 B. ~~A~~ Any provision prohibited by subsection A that is included in a rental agreement is
273 unenforceable. If a landlord brings an action to enforce any ~~of the prohibited provisions such~~
274 provision, the tenant may recover actual damages sustained by him and reasonable ~~attorney's~~
275 attorney fees.

276 **Drafting note: Technical changes.**

277 ~~§ 55-248.9-1~~ 55.1-xxx. Confidentiality of tenant records.

278 A. No landlord or managing agent shall release information about a tenant or prospective
279 tenant in the possession of the landlord or managing agent to a third party unless:

- 280 1. The tenant or prospective tenant has given prior written consent;
- 281 2. The information is a matter of public record as defined in § 2.2-3701;
- 282 3. The information is a summary of the tenant's rent payment record, including the
283 amount of the tenant's periodic rent payment;
- 284 4. The information is a copy of a material noncompliance notice that has not been
285 remedied or; termination notice given to the tenant under § ~~55-248.31~~ 55.1-xxx, and the tenant
286 did not remain in the premises ~~thereafter~~ after the notice was given;
- 287 5. The information is requested by a local, state, or federal law-enforcement or public
288 safety official in the performance of his duties;
- 289 6. The information is requested pursuant to a subpoena in a civil case;
- 290 7. The information is requested by a local commissioner of the revenue in accordance
291 with § 58.1-3901;
- 292 8. The information is requested by a contract purchaser of the landlord's property;
293 provided that the contract purchaser agrees in writing to maintain the confidentiality of such
294 information;
- 295 9. The information is requested by a lender of the landlord for financing or refinancing
296 of the property;

297 10. The information is requested by the commanding officer, military housing officer, or
298 military attorney of the tenant;

299 11. The third party is the landlord's attorney or the landlord's collection agency;

300 12. The information is otherwise provided in the case of an emergency; or

301 13. The information is requested by the landlord to be provided to the managing agent,
302 or a successor to the managing agent.

303 B. A tenant may designate a third party to receive duplicate copies of a summons that
304 has been issued pursuant to § 8.01-126 and of written notices from the landlord relating to the
305 tenancy. Where such a third party has been designated by the tenant, the landlord shall mail the
306 duplicate copy of any summons issued pursuant to § 8.01-126 or notice to the designated third
307 party at the same time the summons or notice is mailed to or served upon the tenant. Nothing in
308 this subsection shall be construed to grant standing to any third party designated by the tenant to
309 challenge actions of the landlord in which notice was mailed pursuant to this subsection. The
310 failure of the landlord to give notice to a third party designated by the tenant shall not affect the
311 validity of any judgment entered against the tenant.

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

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

323 **Drafting note: Technical changes.**

324 ~~§ 55-248.10. Repealed.~~

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

326 ~~§ 55-248.10:1 55.1-xxx.~~ Landlord and tenant remedies for abuse of access.

327 If the tenant refuses to allow lawful access, the landlord may obtain injunctive relief to
328 compel access, or terminate the rental agreement. In either case, the landlord may recover actual
329 damages and reasonable ~~attorney's~~ attorney fees. If the landlord makes an unlawful entry or a
330 lawful entry in an unreasonable manner or makes repeated demands for entry that is otherwise
331 lawful but ~~which~~ that have the effect of unreasonably harassing the tenant, the tenant may obtain
332 injunctive relief to prevent the recurrence of the conduct, or terminate the rental agreement. In
333 either case, the tenant may recover actual damages and reasonable ~~attorney's~~ attorney fees.

334 **Drafting note: Technical changes.**

335 ~~§ 55-248.40 55.1-xxx.~~ Actions to enforce chapter.

336 In addition to any other remedies in this chapter or Chapter XX [1] (§ 55.1-xxx et seq.),
337 any person adversely affected by an act or omission prohibited under this chapter or Chapter XX
338 [1] may institute an action for injunction and damages against the person responsible for such
339 act or omission in the circuit court in the ~~county or city~~ locality in which such act or omission
340 occurred. If the court finds that the defendant was responsible for such act or omission, it shall
341 enjoin the defendant from continuance of such practice, and in its discretion award the plaintiff
342 damages as ~~herein provided~~ provided in this section.

343 **Drafting note: Existing § 55-248.40 is logically relocated from existing Article 6 of**
344 **the VRLTA to proposed Article 1 of the VRLTA as a general provision for the VRLTA.**
345 **References to Chapter XX [1] are added to clarify that the remedies provided in this**
346 **section are available for suits for acts or omissions prohibited under Chapter XX [1],**
347 **which contains general provisions applicable to all residential tenancies. "County or city"**
348 **is replaced with "locality" on the basis of § 1-221, which states that "'locality' means a**
349 **county, city, or town." Technical changes are made.**

350 Article 2.

351 Landlord Obligations.

352 **Drafting note: Existing §§ 55-248.11:1, 55-248.11:2, 55-248.12, 55-248.12:1, 55-**
353 **248.13:1, 55-248.13:2, 55-248.13:3, 55-248.14, 55-248.15, and 55-248.15:1 in Article 2 of the**
354 **VRLTA are retained as proposed Article 2 of the VRLTA. Existing §§ 55-248.12:2, 55-**
355 **248.12:3, and 55-248.13 are relocated to proposed Article 3 of Chapter XX [1] because**
356 **they apply to all residential tenancies.**

357 ~~§ 55-248.11.~~

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

359 ~~§ 55-248.11:1~~ 55.1-xxx. Inspection of ~~premises dwelling unit; report~~.

360 The landlord shall, within five days after occupancy of a dwelling unit, submit a written
361 report to the tenant, ~~for his safekeeping~~, itemizing damages to the dwelling unit existing at the
362 time of occupancy, ~~which record and the report~~ shall be deemed correct unless the tenant objects
363 ~~thereto to it~~ in writing within five days after receipt ~~thereof of the report~~. The landlord may
364 adopt a written policy allowing the tenant to prepare the written report of the move-in
365 inspection, in which case the tenant shall submit a copy to the landlord, ~~which record and the~~
366 ~~report~~ shall be deemed correct unless the landlord objects ~~thereto to it~~ in writing within five
367 days after receipt ~~thereof of the report~~. Such written policy adopted by the landlord may also
368 provide for the landlord and the tenant to prepare the written report of the move-in inspection
369 jointly, in which case both the landlord and the tenant shall sign the written report and receive a
370 copy ~~thereof of the report~~, at which time the inspection ~~record report~~ shall be deemed correct. If
371 any damages are reflected on the written report, a landlord is not required to make repairs to
372 address such damages unless required to do so under § ~~55-248.11:2~~ 55.1-xxx or ~~55-248.13~~ 55.1-
373 xxx.

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

378 § ~~55-248.11:2~~ 55.1-xxx. Disclosure of mold in dwelling units.

379 As part of the written report of the move-in inspection required by § ~~55-248.11:1~~ 55.1-
380 xxx, the landlord shall disclose whether there is any visible evidence of mold in areas readily
381 accessible within the interior of the dwelling unit. If the landlord's written disclosure states that
382 there is no visible evidence of mold in the dwelling unit, this written statement shall be deemed
383 correct unless the tenant objects ~~thereto to it~~ in writing within five days after receiving the
384 report. If the landlord's written disclosure states that there is visible evidence of mold in the
385 dwelling unit, the tenant shall have the option to terminate the tenancy and not take possession
386 or remain in possession of the dwelling unit. If the tenant requests to take possession, or remain
387 in possession, of the dwelling unit, notwithstanding the presence of visible evidence of mold,
388 the landlord shall promptly remediate the mold condition but in no event later than five business
389 days ~~thereafter and re-inspect~~ after the tenant's request to take possession or decision to remain
390 in possession, reinspect the dwelling unit to confirm that there is no visible evidence of mold in
391 the dwelling unit, and ~~reflect on~~ prepare a new report stating that there is no visible evidence of
392 mold in the dwelling unit upon ~~re-inspection~~ reinspection.

393 **Drafting note: Technical changes.**

394 § ~~55-248.12~~ 55.1-xxx. Disclosure.

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

- 399 1. The person or persons authorized to manage the premises; and
400 2. An owner of the premises or any other person authorized to act for and on behalf of
401 the owner, ~~for the purposes of service of process and receiving and receipting for notices and~~
402 demands.

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

406 C. If an application for registration of the rental property as a condominium or
407 cooperative has been filed with the Real Estate Board, or if there is within six months an
408 existing plan for tenant displacement resulting from (i) demolition or substantial rehabilitation
409 of the property or (ii) conversion of the rental property to office, hotel, or motel use or planned
410 unit development, ~~then~~ the landlord or any person authorized to enter into a rental agreement on
411 his behalf shall disclose that information in writing to any prospective tenant.

412 D. The information required to be furnished by this section shall be kept current, and the
413 provisions of this section ~~extends extend~~ to and ~~is are~~ enforceable against any successor
414 landlord or owner. A person who fails to comply with this section becomes an agent of each
415 person who is a landlord for the purposes of service of process and receiving and ~~receiving~~
416 issuing receipts for notices and demands.

417 **Drafting note: Technical changes.**

418 § ~~55-248.12:1~~ 55.1-xxx. Required disclosures for properties located adjacent to a
419 military air installation; remedy for nondisclosure.

420 A. Notwithstanding the provisions of ~~subdivision A-10 of~~ § ~~55-248.5~~ 55.1-xxx, the
421 landlord of property in any locality in which a military air installation is located, or any person
422 authorized to enter into a rental agreement on his behalf, shall provide to a prospective tenant a
423 written disclosure that the property is located in a noise zone or accident potential zone, or both,
424 as designated by the locality on its official zoning map. Such disclosure shall be provided prior
425 to the execution by the tenant of a written lease agreement or, in the case of an oral lease
426 agreement, prior to occupancy by the tenant. The disclosure shall specify the noise zone or
427 accident potential zone in which the property is located according to the official zoning map of
428 the locality. A disclosure made pursuant to this section containing inaccurate information
429 regarding the location of the noise zone or accident potential zone shall be deemed as

430 nondisclosure unless the inaccurate information is provided by an officer or employee of the
431 locality in which the property is located.

432 B. Any tenant who is not provided with the disclosure required by subsection A may
433 terminate the lease agreement at any time during the first 30 days of the lease period by sending
434 to the landlord by certified or registered mail, return receipt requested, a written notice of
435 termination. Such termination shall be effective as of (i) 15 days after the date of the mailing of
436 the notice or (ii) the date through which rent has been paid, whichever is later. In no event,
437 however, shall the effective date of the termination exceed one month from the date of mailing.
438 Termination of the lease agreement shall be the exclusive remedy for the failure to comply with
439 the disclosure provisions of this section; and shall not affect any rights or duties of the landlord
440 or tenant arising under this chapter, other applicable law, or the rental agreement.

441 **Drafting note: Technical changes.**

442 § 55.1-xxx. Landlord to maintain fit premises; additional obligation of the landlord
443 regarding carbon monoxide alarms.

444 In addition to the landlord's obligations contained in § 55.1-xxx [§ 55-248.13], the
445 landlord shall maintain any carbon monoxide alarm that has been installed by the landlord in a
446 dwelling unit.

447 **Drafting note: Existing subdivision A 8 of § 55-248.13 is relocated as proposed §**
448 **55.1-xxx. This provision pertains only to residential tenancies governed by the VRLTA.**

449 ~~§ 55-248.13:~~ § 55.1-xxx. Landlord to provide locks and peepholes when required by local
450 ordinance.

451 The governing body of any ~~county, city or town~~ locality may require by ordinance that
452 any landlord who rents five or more dwelling units in any one building shall install:

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

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

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

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

466 **Drafting note: "County, city or town" is replaced with "locality" on the basis of §**
467 **1-221, which states that "'locality' means a county, city, or town." The plural "or levels" is**
468 **stricken in subdivision 2 on the basis of § 1-277, which states that throughout the Code any**
469 **word used in the singular includes the plural. Technical changes are made.**

470 ~~§ 55-248.13:2~~ 55.1-xxx. Access of tenant to cable, satellite₂ and other television
471 facilities.

472 No landlord shall demand or accept payment of any fee, charge₂ or other thing of value
473 from any provider of cable television service, cable modem service, satellite master antenna
474 television service, direct broadcast satellite television service, subscription television service₂ or
475 service of any other television programming system in exchange for granting a television
476 service provider mere access to the landlord's tenants or giving the tenants of such landlord mere
477 access to such service. A landlord may enter into a service agreement with a television service
478 provider to provide marketing and other services to the television service provider₂ designed to
479 facilitate the television service provider's delivery of its services. Under such a service
480 agreement, the television service provider may compensate the landlord for the reasonable value
481 of the services provided₂ and for the reasonable value of the landlord's property used by the
482 television service provider.

483 No landlord shall demand or accept any such payment from any tenants in exchange
484 ~~therefor~~ for such service unless the landlord is itself the provider of the service. ~~Nor, nor~~ shall
485 any landlord discriminate in rental charges between tenants who receive any such service and
486 those who do not. Nothing contained ~~herein~~ in this section shall prohibit a landlord from (i)
487 requiring that the provider of such service and the tenant bear the entire cost of the installation,
488 operation, or removal of the facilities incident ~~thereto,~~ to such service or ~~prohibit a landlord~~
489 ~~from~~ (ii) demanding or accepting reasonable indemnity or security for any damages caused by
490 such installation, operation, or removal.

491 **Drafting note: Technical changes.**

492 § ~~55-248.13-3~~ 55.1-xxx. Notice to tenants for insecticide or pesticide use.

493 A. The landlord shall give written notice to the tenant no less than ~~forty-eight~~ 48 hours
494 prior to his application of an insecticide or pesticide in the tenant's dwelling unit, unless the
495 tenant agrees to a shorter notification period. If a tenant requests the application of the
496 insecticide or pesticide, the ~~forty-eight-hour~~ 48-hour notice is not required. Tenants who have
497 concerns about specific insecticides or pesticides shall notify the landlord in writing no less than
498 ~~twenty-four~~ 24 hours before the scheduled insecticide or pesticide application. The tenant shall
499 prepare the dwelling unit for the application of insecticides or pesticides in accordance with any
500 written instructions of the landlord, and, if insects or pests are found to be present, follow any
501 written instructions of the landlord to eliminate the insects or pests following the application of
502 insecticides or pesticides.

503 B. In addition, the landlord shall post notice of all insecticide or pesticide applications in
504 areas of the premises other than the dwelling units. Such notice shall consist of conspicuous
505 signs placed in or upon such premises where the insecticide or pesticide will be applied ~~forty-~~
506 ~~eight at least~~ no less than 48 hours prior to the application.

507 **Drafting note: Technical changes.**

508 § ~~55-248.14~~ 55.1-xxx. Limitation of liability.

509 Unless otherwise agreed, a landlord who conveys premises that include a dwelling unit
510 subject to a rental agreement in a good faith sale to a bona fide purchaser is relieved of liability
511 under the rental agreement ~~and~~, this chapter, and Chapter XX [1] (§ 55.1-xxx et seq.) as to
512 events occurring subsequent to notice to the tenant of the conveyance. Unless otherwise agreed,
513 a managing agent of premises that include a dwelling unit is relieved of liability under the rental
514 agreement ~~and~~, this chapter, and Chapter XX [1] as to events occurring after written notice to
515 the tenant of the termination of his management.

516 **Drafting note: References to Chapter XX [1] are added because that chapter**
517 **contains liability provisions that are applicable to landlords of all residential tenancies,**
518 **including tenancies governed by the VRLTA. Technical changes.**

519 § ~~55-248.15~~ 55.1-xxx. Tenancy at will; effect of notice of change of terms or provisions
520 of tenancy.

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

524 **Drafting note: No change.**

525 § ~~55-248.15-1~~ 55.1-xxx. Security deposits.

526 A. ~~A~~ No landlord may ~~not~~ demand or receive a security deposit, however denominated,
527 in an amount or value in excess of two months' periodic rent. Upon termination of the tenancy,
528 such security deposit, whether it is property or money held by the landlord as security as
529 ~~hereinafter~~ provided in this section, may be applied ~~solely~~ by the landlord solely to (i) ~~to~~ the
530 payment of accrued rent ~~and~~, including the reasonable charges for late payment of rent specified
531 in the rental agreement; (ii) ~~to~~ the payment of the amount of damages ~~which that~~ the landlord
532 has suffered by reason of the tenant's noncompliance with § ~~55-248.16~~ 55.1-xxx or 55.1-xxx
533 [tenant to maintain dwelling unit; additional obligations § in this chapter], less reasonable wear
534 and tear; or (iii) ~~to~~ other damages or charges as provided in the rental agreement. The security
535 deposit and any deductions, damages, and charges shall be itemized by the landlord in a written

536 notice given to the tenant, together with any amount due to the tenant, within 45 days after
537 termination of the tenancy and delivery of possession to the landlord.

538 B. Where there is more than one tenant subject to a rental agreement, unless otherwise
539 agreed to in writing by each of the tenants, disposition of the security deposit shall be made with
540 one check being payable to all such tenants and sent to a forwarding address provided by one of
541 the tenants. Regardless of the number of tenants subject to a rental agreement, if a tenant fails to
542 provide a forwarding address to the landlord to enable the landlord to make a refund of the
543 security deposit, upon the expiration of one year from the date of the end of the 45-day time
544 period pursuant to subsection A, the landlord shall, within a reasonable period of time not to
545 exceed 90 days, escheat the balance of such security deposit and any other moneys due to the
546 tenant to the Commonwealth, which sums shall be ~~sent to the Virginia Department of Housing~~
547 ~~and Community Development, payable to the State Treasurer, and credited to the Virginia~~
548 ~~Housing Trust Fund established pursuant to § 36-142~~ paid to the Literary Fund. Upon payment
549 to the Commonwealth, the landlord shall have no further liability to any tenant relative to the
550 security deposit. If the landlord or managing agent is a real estate licensee, compliance with this
551 ~~paragraph—~~ subsection shall be deemed compliance with § 54.1-2108 and corresponding
552 regulations of the Real Estate Board.

553 C. Nothing in this section shall be construed ~~by a court of law or otherwise~~ as entitling
554 the tenant, upon the termination of the tenancy, to an immediate credit against the tenant's
555 delinquent rent account in the amount of the security deposit. The landlord shall apply the
556 security deposit in accordance with this section within the 45-day time period. However,
557 provided that the landlord has given prior written notice in accordance with this section, the
558 landlord may withhold a reasonable portion of the security deposit to cover an amount of the
559 balance due on the water, sewer, or other utility account that is an obligation of the tenant to a
560 third-party provider under the rental agreement for the dwelling unit, and upon payment of such
561 obligations the landlord shall provide written confirmation to the tenant within 10 days
562 thereafter, along with payment to the tenant of any balance otherwise due to the tenant. In order

563 to withhold such funds as part of the disposition of the security deposit, the landlord shall have
564 ~~so~~ advised the tenant of his rights and obligations under this section in (i) a termination notice to
565 the tenant in accordance with this chapter or Chapter XX [1] (§ 55.1-xxx et seq.), (ii) a ~~vacating~~
566 written notice to the tenant confirming the vacating date in accordance with this section, or (iii)
567 a separate written notice to the tenant at least 15 days prior to the disposition of the security
568 deposit. Any written notice to the tenant shall be given in accordance with § ~~55-248.6~~ 55.1-xxx.

569 The tenant may provide the landlord with written confirmation of the payment of the
570 final water, sewer, or other utility bill for the dwelling unit, in which case the landlord shall
571 refund the security deposit, unless there are other authorized deductions, within the 45-day
572 period, ~~or if~~ If the tenant provides such written confirmation after the expiration of the 45-day
573 period, the landlord shall refund any remaining balance of the security deposit held to the tenant
574 within 10 days following the receipt of such written confirmation provided by the tenant. If the
575 landlord otherwise receives confirmation of payment of the final water, sewer, or other utility
576 bill for the dwelling unit, the landlord shall refund the security deposit, unless there are other
577 authorized deductions, within the 45-day period.

578 D. Nothing in this section shall be construed to prohibit the landlord from making the
579 disposition of the security deposit prior to the 45-day period and charging an administrative fee
580 to the tenant for such expedited processing, if the rental agreement so provides and the tenant
581 requests expedited processing in a separate written document.

582 E. The landlord shall notify the tenant in writing of any deductions provided by this
583 ~~subsection~~ section to be made from the tenant's security deposit during the course of the
584 tenancy. Such notification shall be made within 30 days of the date of the determination of the
585 deduction and shall itemize the reasons in the same manner as provided in subsection ~~B.F.~~ Such
586 No such notification shall ~~not~~ be required for deductions made less than 30 days prior to the
587 termination of the rental agreement. If the landlord willfully fails to comply with this section,
588 the court shall order the return of the security deposit to the tenant, together with actual damages
589 and reasonable attorney fees, unless the tenant owes rent to the landlord, in which case, the court

590 shall order an amount equal to the security deposit credited against the rent due to the landlord.
591 In the event that damages to the premises exceed the amount of the security deposit and require
592 the services of a ~~third party~~ third-party contractor, the landlord shall give written notice to the
593 tenant advising him of that fact within the 45-day period. If notice is given as prescribed in this
594 paragraph subsection, the landlord shall have an additional 15-day period to provide an
595 itemization of the damages and the cost of repair. This section shall not preclude the landlord or
596 tenant from recovering other damages to which he may be entitled under this chapter or Chapter
597 XX [1] (§ 55.1-xxx et seq.). The holder of the landlord's interest in the premises at the time of
598 the termination of the tenancy, regardless of how the interest is acquired or transferred, is bound
599 by this section and shall be required to return any security deposit received by the original
600 landlord that is duly owed to the tenant, whether or not such security deposit is transferred with
601 the landlord's interest by law or equity, regardless of any contractual agreements between the
602 original landlord and his successors in interest.

603 B.F. The landlord shall:

604 1. Maintain and itemize records for each tenant of all deductions from security deposits
605 provided for under this section ~~which that~~ the landlord has made by reason of a tenant's
606 noncompliance with § ~~55-248.16~~ 55.1-xxx or 55.1-xxx [tenant to maintain dwelling unit;
607 additional obligations § in this chapter] during the preceding two years; and

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

610 C.G. Upon request by the landlord to a tenant to vacate, or within five days after receipt
611 of notice by the landlord of the tenant's intent to vacate, the landlord shall make reasonable
612 efforts to advise the tenant of the tenant's right to be present at the landlord's inspection of the
613 dwelling unit for the purpose of determining the amount of security deposit to be returned. If the
614 tenant desires to be present when the landlord makes the inspection, he shall, in writing, so
615 advise the landlord ~~in writing,~~ who, in turn, shall notify the tenant of the ~~time and~~ date and time
616 of the inspection, which must be made within 72 hours of delivery of possession. Upon

617 completion of the inspection attended by the tenant, the landlord shall furnish the tenant with an
618 itemized list of damages to the dwelling unit known to exist at the time of the inspection.

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

621 I. If the rental agreement is terminated due to the landlord's noncompliance pursuant to §
622 55.1-xxx [§ 55-248.21], the landlord shall return the security deposit in accordance with this
623 section.

624 J. The maintenance of an action by a landlord pursuant to § 55.1-xxx [§ 55-248.39] does
625 not release the landlord from liability under this section.

626 K. If a rental agreement is terminated pursuant to § 55.1-xxx [§ 55-248.26], the landlord
627 shall return all of the security deposit in accordance with this section.

628 **Drafting note: Existing § 55-248.15:1 is retained in this article of the VRLTA, with**
629 **the addition of subsection notation for clarity. In the subsection B, the fund to which**
630 **security deposits that escheat to the Commonwealth are paid is changed from the Virginia**
631 **Housing Trust Fund to the Literary Fund in accordance with Art. VIII, Sec 8 of the**
632 **Virginia Constitution, which states that all money escheated to the Commonwealth must**
633 **be credited to the Literary Fund. In proposed subsection C, the existing phrase "by a**
634 **court of law or otherwise" is stricken as unnecessary. In proposed subsection C, the**
635 **existing term "vacating notice" is changed to "written notice . . . confirming the vacating**
636 **date" because "vacating notice" was undefined and unclear. Language is relocated (i) to**
637 **proposed subsection I from existing § 55-248.21, (ii) to proposed subsection J from existing**
638 **§ 55-248.39, and (iii) to proposed subsection K from existing § 55-248.26. These security**
639 **deposit provisions are applicable only to residential tenancies governed by the VRLTA.**
640 **Technical changes are made.**

641 ~~§ 55-248.15:2. Repealed.~~

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

643 Article 3.

644 Tenant Obligations.

645 **Drafting note: Existing §§ 55-248.17, 55-248.18, 55-248.18:2, 55-248.19, and 55-**
646 **248.20 in Article 3 of the VRLTA are retained as proposed Article 3 of the VRLTA.**
647 **Existing §§ 55-248.16 and 55-248.18:1 are relocated to proposed Article 4 of Chapter XX**
648 **[1] because they apply to all residential tenancies.**

649 § 55.1-xxx. Tenant to maintain dwelling unit; additional obligations.

650 In addition to the provisions of the rental agreement and the tenant obligations provided
651 in § 55.1-xxx [§ 55-248.16], the tenant:

652 1. Shall keep that part of the dwelling unit and the part of the premises that he occupies
653 free from insects and pests, as those terms are defined in § 3.2-3900, and promptly notify the
654 landlord of the existence of any insects or pests;

655 2. Shall remove from his dwelling unit all ashes, garbage, rubbish, and other waste in a
656 clean and safe manner and place such items in the appropriate receptacles provided by the
657 landlord pursuant to § 55.1-xxx [§ 55-248.13], if such disposal is on the premises;

658 3. Shall use in a reasonable manner all utilities and all electrical, plumbing, sanitary,
659 heating, ventilating, air-conditioning, and other facilities and appliances, including elevators in
660 the premises, and keep all utility services paid for by the tenant to the utility service provider or
661 its agent on at all times during the term of the rental agreement;

662 4. Shall not remove or tamper with a properly functioning smoke detector installed by
663 the landlord, including removing any working batteries, so as to render the detector inoperative
664 and shall maintain the smoke detector in accordance with the uniform set of standards for
665 maintenance of smoke detectors established in the Uniform Statewide Building Code (§ 36-97 et
666 seq.); and

667 5. Shall not remove or tamper with a properly functioning carbon monoxide alarm
668 installed by the landlord, including removing any working batteries, so as to render the carbon
669 monoxide detector inoperative and shall maintain the carbon monoxide alarm in accordance

670 [with the uniform set of standards for maintenance of carbon monoxide alarms established in the](#)
671 [Uniform Statewide Building Code \(§ 36-97 et seq.\).](#)

672 **Drafting note: Subdivisions A 3, 4, 6, 8, and 9 of existing § 55-248.16, which are**
673 **applicable only to residential tenancies that are covered by the VRLTA, are relocated as**
674 **proposed § 55.1-xxx [this section].**

675 ~~§ 55-248.17~~ [55.1-xxx](#). Rules and regulations.

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

679 1. Its purpose is to promote the convenience, safety, or welfare of the tenants in the
680 premises; preserve the landlord's property from abusive use; or make a fair distribution of
681 services and facilities held out for the tenants generally;

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

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

684 4. It is sufficiently explicit in its prohibition, direction, or limitation of the tenant's
685 conduct to fairly inform him of what he ~~must or must not~~ [is required to do](#) [or prohibited from](#)
686 [doing](#) to comply;

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

688 6. The tenant has been provided with a copy of the rules and regulations or changes
689 ~~thereto~~ [to such rules and regulations](#) at the time he enters into the rental agreement or when they
690 are adopted.

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

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

700 **Drafting note: Technical changes.**

701 § ~~55-248.18~~ 55.1-xxx. Access; consent; correction of nonemergency conditions;
702 relocation of tenant.

703 A. The tenant shall not unreasonably withhold consent to the landlord to enter into the
704 dwelling unit in order to inspect the premises; make necessary or ~~agreed~~ agreed-upon repairs,
705 decorations, alterations, or improvements; supply necessary or ~~agreed~~ agreed-upon services; or
706 exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, or
707 contractors. If, upon inspection of a dwelling unit during the term of a tenancy, the landlord
708 determines there is a violation by the tenant of § ~~55-248.16~~ 55.1-xxx or 55.1-xxx [tenant to
709 maintain dwelling unit; additional obligations § in this chapter] or the rental agreement
710 materially affecting health and safety that can be remedied by repair, replacement of a damaged
711 item, or cleaning in accordance with § ~~55-248.32~~ 55.1-xxx, the landlord may make such repairs
712 and send the tenant an invoice for payment. If, upon inspection of the dwelling unit during the
713 term of a tenancy, the landlord discovers a violation of the rental agreement, this chapter,
714 Chapter XX [1], or other applicable law, the landlord may send a written notice of termination
715 pursuant to § ~~55-248.31~~ 55.1-xxx. If the rental agreement so provides, and if a tenant without
716 reasonable justification declines to permit the landlord or managing agent to exhibit the
717 dwelling unit for sale or lease, the landlord may recover damages, costs, and reasonable attorney
718 fees against such tenant.

719 The landlord may enter the dwelling unit without consent of the tenant in case of
720 emergency. The landlord shall not abuse the right of access or use it to harass the tenant. Except
721 in case of emergency or if it is impractical to do so, the landlord shall give the tenant notice of
722 his intent to enter and may enter only at reasonable times. Unless impractical to do so, the
723 landlord shall give the tenant at least ~~24 hours'~~ 24 hours' notice of routine maintenance to be

724 performed that has not been requested by the tenant. If the tenant makes a request for
725 maintenance, the landlord is not required to provide notice to the tenant.

726 B. Upon the sole determination by the landlord of the existence of a nonemergency
727 property condition in the dwelling unit that requires the tenant to temporarily vacate the
728 dwelling unit in order for the landlord to properly remedy such property condition, the landlord
729 may, upon at least 30 days' written notice to the tenant, require the tenant to temporarily vacate
730 the dwelling unit for a period not to exceed 30 days to a comparable dwelling unit, as selected
731 by the landlord, and at no expense or cost to the tenant. The landlord and tenant may agree for
732 the tenant to temporarily vacate the dwelling unit in less than 30 days. For purposes of this
733 subsection, "nonemergency property condition" means (i) a condition in the dwelling unit that,
734 in the determination of the landlord, is necessary for the landlord to remedy in order for the
735 landlord to be in compliance with ~~§ 55-248.13~~ 55.1-xxx or 55.1-xxx [Landlord to maintain fit
736 premises; additional obligation of the landlord regarding carbon monoxide alarms]; (ii) the
737 condition does not need to be remedied within a 24-hour period, with any condition that needs
738 to be remedied within 24 hours being defined as an "emergency condition"; and (iii) the
739 condition can only be effectively remedied by the temporary relocation of the tenant pursuant to
740 the provisions of this subsection.

741 The tenant shall continue to be responsible for payment of rent under the rental
742 agreement during the period of any temporary relocation. The landlord shall pay all costs of
743 repairs or remediation required to address the nonemergency property condition. Refusal of the
744 tenant to cooperate with a temporary relocation pursuant to this subsection shall be deemed a
745 breach of the rental agreement, unless the tenant agrees to vacate the unit and terminate the
746 rental agreement within the 30-day notice period. If the landlord properly remedies the
747 nonemergency property condition within the 30-day period, nothing ~~herein in this section~~
748 be construed to entitle the tenant to terminate the rental agreement. Further, nothing ~~herein in~~
749 this section shall be construed to limit the landlord from taking legal action against the tenant

750 for any noncompliance that occurs during the period of any temporary relocation pursuant to
751 this ~~section~~ subsection.

752 C. The landlord has no other right to access except by court order or that permitted by §§
753 ~~55-248.32 and 55-248.33~~ 55.1-xxx and 55.1-xxx or if the tenant has abandoned or surrendered
754 the premises.

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

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

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

765 E. Upon written request of the tenant, the landlord shall install a carbon monoxide alarm
766 in the tenant's dwelling unit within 90 days of such request and may charge the tenant a
767 reasonable fee to recover the costs of such installation. The landlord's installation of a carbon
768 monoxide alarm shall be in compliance with the Uniform Statewide Building Code (§ 36-97 et
769 seq.).

770 **Drafting note: "Burglary prevention" is modernized to the preferred term**
771 **"security system." Technical changes are made.**

772 § ~~55-248.18:2~~ 55.1-xxx. Relocation of tenant where mold remediation needs to be
773 performed in the dwelling unit.

774 Where a mold condition in the dwelling unit materially affects the health or safety of any
775 tenant or authorized occupant, the landlord may require the tenant to temporarily vacate the
776 dwelling unit in order for the landlord to perform mold remediation in accordance with

777 professional standards as defined in § ~~55-248.4~~ 55.1-xxx for a period not to exceed 30 days. The
778 landlord shall provide the tenant with either (i) a comparable dwelling unit, as selected by the
779 landlord, at no expense or cost to the tenant, or (ii) a hotel room, at no expense or cost to the
780 tenant. The tenant shall continue to be responsible for payment of rent under the rental
781 agreement during the period of any temporary relocation and for the remainder of the term of
782 the rental agreement following the remediation. Nothing in this section shall be construed as
783 entitling the tenant to a termination of a tenancy where ~~or when~~ the landlord has remediated a
784 mold condition in accordance with professional standards as defined in § ~~55-248.4~~ 55.1-xxx.
785 The landlord shall pay all costs of the relocation and the mold remediation, unless the mold is a
786 result of the tenant's failure to comply with § ~~55-248.16~~ 55.1-xxx.

787 **Drafting note: Technical change.**

788 § ~~55-248.19~~ 55.1-xxx. Use and occupancy by tenant.

789 Unless otherwise agreed, the tenant shall occupy his dwelling unit only as a residence.

790 **Drafting note: No change.**

791 § ~~55-248.20~~ 55.1-xxx. Tenant to surrender possession of dwelling unit.

792 At the termination of the term of tenancy, whether by expiration of the rental agreement
793 or by reason of default by the tenant, the tenant shall promptly vacate the premises, removing all
794 items of personal property and leaving the premises in good and clean order, reasonable wear
795 and tear excepted. If the tenant fails to vacate, the landlord may bring an action for possession
796 and damages, including reasonable ~~attorney's~~ attorney fees.

797 **Drafting note: Technical change.**

798 Article 4.

799 Tenant Remedies.

800 **Drafting note: Existing §§ 55-248.22, 55-248.23, 55-248.24, 55-248.25, and 55-248.27**
801 **in Article 4 of the VRLTA are retained as proposed Article 4 of the VRLTA. Existing §§**
802 **55-248.21, 55-248.21:1, 55-248.21:2, 55-248.25:1, and 55-248.26 are relocated to proposed**
803 **Article 5 of Chapter XX [1] because they apply to all residential tenancies.**

804 § ~~55-248.22~~ 55.1-xxx. Failure to deliver possession.

805 If the landlord willfully fails to deliver possession of the dwelling unit to the tenant, then
806 rent abates until possession is delivered, and the tenant may (i) terminate the rental agreement
807 upon at least five days' written notice to the landlord ~~and,~~ upon which termination, the landlord
808 shall return all prepaid rent and security deposits, or (ii) demand performance of the rental
809 agreement by the landlord. If the tenant elects, he may file an action for possession of the
810 dwelling unit against the landlord or any person wrongfully in possession and recover the
811 damages sustained by him. If a person's failure to deliver possession is willful and not in good
812 faith, an aggrieved person may recover from that person the actual damages sustained by him
813 and reasonable ~~attorney's~~ attorney fees.

814 **Drafting note: Technical changes.**

815 § ~~55-248.23~~ 55.1-xxx. Wrongful failure to supply ~~heat, water, hot water or an~~ essential
816 services service.

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

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

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

827 B. If the tenant proceeds under this section, he shall be entitled to recover reasonable
828 attorney fees; however, he may not proceed under § ~~55-248.21~~ 55.1-xxx as to that breach. The
829 rights of the tenant under this section shall not arise until he has given written notice to the
830 landlord; however, no rights arise if the condition was caused by the deliberate or negligent act

831 or omission of the tenant, ~~a member of his family or other person on the premises with his~~
832 ~~consent~~ an authorized occupant, or a guest or invitee of the tenant.

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

837 § ~~55-248.24~~ 55.1-xxx. Fire or casualty damage.

838 If the dwelling unit or premises ~~are~~ is damaged or destroyed by fire or casualty to an
839 extent that the tenant's enjoyment of the dwelling unit is substantially impaired or required
840 repairs can only be accomplished if the tenant vacates the dwelling unit, either the tenant or the
841 landlord may terminate the rental agreement. The tenant may terminate the rental agreement by
842 vacating the premises and, within 14 days thereafter, ~~serve~~ servicing on the landlord a written
843 notice of his intention to terminate the rental agreement, in which case the rental agreement
844 terminates as of the date of vacating; ~~or if.~~ If continued occupancy is lawful, § ~~55-226~~ 55.1-xxx
845 shall apply.

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

851 If the rental agreement is terminated, the landlord shall return all security deposits in
852 accordance with § ~~55-248.15:1~~ 55.1-xxx and prepaid rent, plus accrued interest, recoverable by
853 law unless the landlord reasonably believes that the tenant, ~~tenant's guests, invitees or authorized~~
854 ~~occupants were~~ an authorized occupant, or a guest or invitee of the tenant was the cause of the
855 damage or casualty, in which case the landlord shall account to the tenant for the security and
856 prepaid rent, plus accrued interest based upon the damage or casualty, and may recover actual

857 damages sustained pursuant to § ~~55-248.35~~ 55.1-xxx. Accounting for rent in the event of
858 termination or apportionment shall be made as of the date of the casualty.

859 **Drafting note: Technical changes.**

860 § ~~55-248.25~~ 55.1-xxx. Landlord's noncompliance as defense to action for possession for
861 nonpayment of rent.

862 A. In an action for possession based upon nonpayment of rent or in an action for rent by
863 a landlord when the tenant is in possession, the tenant may assert as a defense that there exists
864 upon the leased premises, a condition ~~which~~ that constitutes, or will constitute, a fire hazard or a
865 serious threat to the life, health, or safety of the occupants thereof of the dwelling unit, including
866 ~~but not limited to~~ (i) a lack of heat ~~or~~ running water ~~or of~~ light ~~or of~~ electricity, or adequate
867 sewage disposal facilities ~~or~~; (ii) an infestation of rodents; or (iii) a condition ~~which~~ that
868 constitutes material noncompliance on the part of the landlord with the rental agreement or
869 provisions of law. The assertion of any defense provided for in this section shall be conditioned
870 upon the following:

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

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

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

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

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

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

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

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

910 **Drafting note: The phrase "but not limited to" is deleted after the term "including"**
911 **in subsection A on the basis of § 1-218, which states that throughout the Code the term**
912 **"'Includes' means includes, but not limited to." The phrase "or conditions" is deleted after**
913 **the term "condition" in subdivision A 1 on the basis of § 1-227, which states that**
914 **throughout the Code any word used in the singular includes the plural. Language is**
915 **reworded for clarity and technical changes are made.**

916 § ~~55-248.27~~ 55.1-xxx. Tenant's assertion; rent escrow.

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

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

932 1. Prior to the commencement of the action, the landlord or his agent refused or, having
933 a reasonable opportunity to do so, failed to remedy the condition for which he was served a
934 written notice of the condition by the tenant ~~of the conditions described in subsection A~~, or was
935 notified of such ~~conditions~~ condition by a violation or condemnation notice from an appropriate
936 state or ~~municipal~~ local agency, ~~and that the landlord has refused, or having a reasonable~~

937 ~~opportunity to do so, has failed to remedy the same.~~ For the purposes of this subsection, what
938 period of time shall be deemed to be unreasonable delay is left to the discretion of the court,
939 except that there shall be a rebuttable presumption that a period in excess of ~~thirty~~ 30 days from
940 receipt of the notification by the landlord is unreasonable; and

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

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

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

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

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

959 3. Ordering that the escrow be continued until the conditions causing the complaint are
960 remedied;

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

964 where the court deems that the tenant is entitled to relief under this chapter or Chapter XX [1] (§
965 55.1-xxx et seq.), the burden shall be upon the landlord to show cause why there should not be
966 an abatement of rent;

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

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

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

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

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

989 E.F. The initial hearing on the tenant's assertion filed pursuant to subsection A shall be
990 held within ~~fifteen~~ 15 calendar days from the date of service of process on the landlord as

991 | authorized by ~~§ 55-248.12~~ 55.1-xxx, except that the court shall order an earlier hearing where
992 | emergency conditions are alleged to exist upon the premises, such as failure of heat in winter,
993 | lack of adequate sewage facilities, or any other condition ~~which~~ that constitutes an immediate
994 | threat to the health or safety of the inhabitants of the leased premises. The court, on motion of
995 | either party or on its own motion, may hold hearings subsequent to the initial proceeding in
996 | order to further determine the rights and obligations of the parties. Distribution of escrow
997 | moneys may only occur by order of the court after a hearing of which both parties are given
998 | notice as required by law or upon motion of both the landlord and tenant or upon certification by
999 | the appropriate inspector that the work required by the court to be done has been satisfactorily
1000 | completed. If the tenant proceeds under this subsection, he may not proceed under any other
1001 | section of this ~~article~~ chapter or Chapter XX [1] (§ 55.1-xxx et seq.) as to that breach.

1002 | **Drafting note: The phrase "but not limited to" is deleted after the term "including"**
1003 | **and "include" in subsections A and D on the basis of § 1-218, which states that throughout**
1004 | **the Code the term "'Includes' means includes, but not limited to." In subdivision B 1, "or**
1005 | **his agent" is added after "landlord" for consistency with subsection A 1 of § 55.1-xxx [§**
1006 | **55-248.25]. In subsection C, "declaration" is changed to "assertion" to conform to the**
1007 | **language used in subsection A. In subsection C, the term "licensee" is stricken and the**
1008 | **term "guest or invitee" added on the basis of the definition in § 55.1-xxx [§ 55-248.4]. The**
1009 | **phrase "or conditions" is stricken after the term "condition" in subdivision D 4 and I**
1010 | **subsection E on the basis of § 1-227, which states that throughout the Code any word used**
1011 | **in the singular includes the plural. Language is reworded for clarity and technical changes**
1012 | **are made.**

1013 | ~~§§ 55-248.28 through 55-248.30. Repealed.~~

1014 | **Drafting note: Repealed by Acts 2000, c. 760, cl. 2.**

1015 | Article 5.

1016 | Landlord Remedies.

1017 **Drafting note: Existing §§ 55-248.31, 55-248.31:01, 55-248.31:1, 55-248.32, 55-**
1018 **248.33, 55-248.34:1, 55-248.35, 55-248.37, 55-248.38:1, 55-248.38:2, and 55-248.38:3 in**
1019 **Article 5 of the VRLTA are retained as proposed Article 5 of the VRLTA. Existing § 55-**
1020 **248.36 is relocated to proposed Article 5 of Chapter XX [1] because it applies to all**
1021 **residential tenancies.**

1022 § ~~55-248.31~~ 55.1-xxx. Noncompliance with rental agreement; monetary penalty.

1023 A. Except as otherwise provided in this chapter or Chapter XX [1] (§ 55.1-xxx et seq.),
1024 if there is a material noncompliance by the tenant with the rental agreement or a violation of §
1025 ~~55-248.16~~ 55.1-xxx or 55.1-xxx [tenant to maintain dwelling unit; additional obligations § in
1026 this chapter] materially affecting health and safety, the landlord may serve a written notice on
1027 the tenant specifying the acts and omissions constituting the breach and stating that the rental
1028 agreement will terminate upon a date not less than 30 days after receipt of the notice if the
1029 breach is not remedied in 21 days, and that the rental agreement shall terminate as provided in
1030 the notice.

1031 B. If the breach is remediable by repairs or the payment of damages or otherwise, and
1032 the tenant adequately remedies the breach prior to the date specified in the notice, the rental
1033 agreement shall not terminate.

1034 C. If the tenant commits a breach ~~which that~~ is not remediable, the landlord may serve a
1035 written notice on the tenant specifying the acts and omissions constituting the breach and stating
1036 that the rental agreement will terminate upon a date not less than 30 days after receipt of the
1037 notice. Notwithstanding anything to the contrary ~~contained elsewhere in this chapter~~, when a
1038 breach of the tenant's obligations under this chapter or Chapter XX [1] (§ 55.1-xxx et seq.) or
1039 the rental agreement involves or constitutes a criminal or a willful act, ~~which that~~ is not
1040 remediable and ~~which that~~ poses a threat to health or safety, the landlord may terminate the
1041 rental agreement immediately and proceed to obtain possession of the premises. For purposes of
1042 this subsection, any illegal drug activity involving a controlled substance, as used or defined by
1043 the Drug Control Act (§ 54.1-3400 et seq.), by the tenant, ~~the tenant's an~~ authorized occupants

1044 occupant, or ~~the tenant's guests or invitees~~ a guest or invitee of the tenant, shall constitute an
1045 immediate nonremediable violation for which the landlord may proceed to terminate the tenancy
1046 without the necessity of waiting for a conviction of any criminal offense that may arise out of
1047 the same actions. In order to obtain an order of possession from a court of competent
1048 jurisdiction terminating the tenancy for illegal drug activity or for any other action that involves
1049 or constitutes a criminal or willful act, the landlord shall prove any such violations by a
1050 preponderance of the evidence. However, where the illegal drug activity is engaged in by ~~a~~
1051 tenant's an authorized ~~occupants, or guests or invitees~~ occupant or a guest or invitee of the
1052 tenant, the tenant shall be presumed to have knowledge of such illegal drug activity unless the
1053 presumption is rebutted by a preponderance of the evidence. The initial hearing on the landlord's
1054 action for immediate possession of the premises shall be held within 15 calendar days from the
1055 date of service on the tenant; however, the court shall order an earlier hearing when emergency
1056 conditions are alleged to exist upon the premises ~~which~~ that constitute an immediate threat to
1057 the health or safety of the other tenants. After the initial hearing, if the matter is scheduled for a
1058 subsequent hearing or for a contested trial, the court, to the extent practicable, shall order that
1059 the matter be given priority on the court's docket. Such subsequent hearing or contested trial
1060 shall be heard no later than 30 days from the date of service on the tenant. During the interim
1061 period between the date of the initial hearing and the date of any subsequent hearing or
1062 contested trial, the court may afford any further remedy or relief as is necessary to protect the
1063 interests of parties to the proceeding or the interests of any other tenant residing on the premises.
1064 Failure by the court to hold either of the hearings within the time limits set out ~~herein~~ in this
1065 section shall not be a basis for dismissal of the case.

1066 D. If the tenant is a victim of family abuse as defined in § 16.1-228 that occurred in the
1067 dwelling unit or on the premises and the perpetrator is barred from the dwelling unit pursuant to
1068 § ~~55-248.31:01~~ 55.1-xxx on the basis of information provided by the tenant to the
1069 landlord, or by a protective order from a court of competent jurisdiction pursuant to § 16.1-
1070 253.1; or 16.1-279.1; or subsection B of § 20-103, the lease shall not terminate solely due ~~solely~~

1071 to an act of family abuse against the tenant. However, these provisions shall not be applicable if
1072 (i) the tenant fails to provide written documentation corroborating the tenant's status as a victim
1073 of family abuse and the exclusion from the dwelling unit of the perpetrator no later than 21 days
1074 from the alleged offense or (ii) the perpetrator returns to the dwelling unit or the premises, in
1075 violation of a bar notice, and the tenant fails ~~promptly~~ to promptly notify the landlord within 24
1076 hours ~~thereafter~~ that the perpetrator has returned to the dwelling unit or the premises, unless the
1077 tenant proves by a preponderance of the evidence that the tenant had no actual knowledge that
1078 the perpetrator violated the bar notice, or it was not possible for the tenant to notify the landlord
1079 within 24 hours, in which case the tenant shall promptly notify the landlord, but in no event
1080 ~~more later~~ than 7 seven days ~~thereafter~~. If the provisions of this subsection are not applicable,
1081 the tenant shall remain responsible for the acts of the other co-tenants, authorized occupants, or
1082 guests or invitees pursuant to § ~~55-248.16~~, 55.1-xxx and is subject to termination of the tenancy
1083 pursuant to the lease and this chapter and Chapter XX [1] (§ 55.1-xxx et seq.).

1084 E. If the tenant has been served with a prior written notice ~~which that~~ required the tenant
1085 to remedy a breach, and the tenant remedied such breach, where the tenant intentionally
1086 commits a subsequent breach of a like nature as the prior breach, the landlord may serve a
1087 written notice on the tenant specifying the acts and omissions constituting the subsequent
1088 breach, make reference to the prior breach of a like nature, and state that the rental agreement
1089 will terminate upon a date not less than 30 days after receipt of the notice.

1090 F. If rent is unpaid when due, and the tenant fails to pay rent within five days after
1091 written notice is served on him notifying the tenant of his nonpayment, and of the landlord's
1092 intention to terminate the rental agreement if the rent is not paid within the five-day period, the
1093 landlord may terminate the rental agreement and proceed to obtain possession of the premises as
1094 provided in § ~~55-248.35~~ 55.1-xxx. If a check for rent is delivered to the landlord drawn on an
1095 account with insufficient funds, or if an electronic funds transfer has been rejected because of
1096 insufficient funds or a stop-payment order has been placed in bad faith by the authorizing party,
1097 and the tenant fails to pay rent within five days after written notice is served on him notifying

1098 the tenant of his nonpayment and of the landlord's intention to terminate the rental agreement if
1099 the rent is not paid by cash, cashier's check, certified check, or a completed electronic funds
1100 transfer within the five-day period, the landlord may terminate the rental agreement and proceed
1101 to obtain possession of the premises as provided in § ~~55-248.35~~ 55.1-xxx. Nothing shall be
1102 construed to prevent a landlord from seeking an award of costs or attorney fees under § 8.01-
1103 27.1 or civil recovery under § 8.01-27.2, as a part of other damages requested on the unlawful
1104 detainer filed pursuant to § 8.01-126, provided that the landlord has given notice in accordance
1105 with § ~~55-248.6~~ 55.1-xxx, which notice may be included in the five-day termination notice
1106 provided in accordance with this section.

1107 G. Except as otherwise provided in this chapter, the landlord may recover damages and
1108 obtain injunctive relief for any noncompliance by the tenant with the rental agreement or § ~~55-~~
1109 ~~248.16~~ 55.1-xxx or 55.1-xxx [tenant to maintain dwelling unit; additional obligations § in this
1110 chapter]. In the event of a breach of the rental agreement or noncompliance by the tenant, the
1111 landlord shall be entitled to recover from the tenant the following, regardless of whether ~~or not~~ a
1112 lawsuit is filed or an order is obtained from a court: (i) rent due and owing as contracted for in
1113 the rental agreement, (ii) other charges and fees as contracted for in the rental agreement, (iii)
1114 late charges contracted for in the rental agreement, (iv) reasonable attorney fees as contracted
1115 for in the rental agreement or as provided by law, (v) costs of the proceeding as contracted for in
1116 the rental agreement or as provided by law only if court action has been filed, and (vi) damages
1117 for physical damage to the dwelling unit or premises as contracted for in the rental agreement.

1118 H. In a case where a lawsuit is pending before the court upon a breach of the rental
1119 agreement or noncompliance by the tenant and the landlord prevails, the court shall award a
1120 money judgment to the landlord and against the tenant for the relief requested, which may
1121 include the following: (i) rent due and owing as of the court date as contracted for in the rental
1122 agreement; (ii) other charges and fees as contracted for in the rental agreement; (iii) late
1123 charges contracted for in the rental agreement; (iv) reasonable attorney fees as contracted for in
1124 the rental agreement or as provided by law, unless in any such action the tenant proves by a

1125 preponderance of the evidence that the tenant's failure to pay rent or vacate was reasonable; (v)
1126 costs of the proceeding as contracted for in the rental agreement or as provided by law; and (vi)
1127 damages for physical damage to the dwelling unit or premises.

1128 **Drafting note: In subsections G and H, the phrase "for physical damage" is added**
1129 **after "damages" to clarify for what the landlord is entitled to recover. Technical changes**
1130 **are made.**

1131 § ~~55-248.31-01~~ 55.1-xxx. Barring guest or invitee of ~~tenants~~ a tenant.

1132 A. A guest or invitee of a tenant may be barred from the premises by the landlord upon
1133 written notice served personally upon the guest or invitee of the tenant for conduct on the
1134 landlord's property where the premises are located ~~which that~~ violates the terms and conditions
1135 of the rental agreement, a local ordinance, or a state or federal law. A copy of the notice ~~must~~
1136 shall be served upon the tenant in accordance with this chapter. The notice shall describe the
1137 conduct of the guest or invitee ~~which that~~ is the basis for the landlord's action.

1138 B. In addition to the remedies against the tenant authorized by this chapter or Chapter
1139 XX [1] (§ 55.1-xxx et seq.), a landlord may apply to the magistrate for a warrant for trespass,
1140 provided that the guest or invitee has been served in accordance with subsection A.

1141 C. The tenant may file a tenant's assertion, in accordance with § ~~55-248.27~~ 55.1-xxx,
1142 requesting that the general district court review the landlord's action to bar the guest or invitee.

1143 **Drafting note: Technical changes.**

1144 § ~~55-248.31-1~~ 55.1-xxx. Sheriffs authorized to serve certain notices; ~~fees therefor~~ fee for
1145 service.

1146 The sheriff of any county or city, upon request, may deliver any notice to a tenant on
1147 behalf of a landlord or lessor under the provisions of § ~~55-225~~ 55.1-xxx or § ~~55-248.31~~ 55.1-
1148 xxx. For this service, the sheriff shall be allowed a fee not to exceed ~~twelve dollars~~ \$12.

1149 **Drafting note: Technical changes.**

1150 § ~~55-248.32~~ 55.1-xxx. Remedy by repair, etc.; emergencies.

1151 If there is a violation by the tenant of § ~~55-248.16~~ 55.1-xxx or 55.1-xxx [tenant to
1152 maintain dwelling unit; additional obligations § in this chapter] or the rental agreement
1153 materially affecting health and safety that can be remedied by repair, replacement of a damaged
1154 item, or cleaning, the landlord shall send a written notice to the tenant specifying the breach and
1155 stating that the landlord will enter the dwelling unit and perform the work in a workmanlike
1156 manner, and submit an itemized bill for the actual and reasonable cost ~~therefor~~ for such work to
1157 the tenant, which shall be due as rent on the next rent due date, or, if the rental agreement has
1158 terminated, for immediate payment.

1159 In case of emergency, the landlord may, as promptly as conditions require, enter the
1160 dwelling unit, perform the work in a workmanlike manner, and submit an itemized bill for the
1161 actual and reasonable cost ~~therefor~~ for such work to the tenant, which shall be due as rent on the
1162 next rent due date, or, if the rental agreement has terminated, for immediate payment.

1163 The landlord may perform the repair, replacement, or cleaning, or may engage a third
1164 party to do so.

1165 **Drafting note: Technical changes.**

1166 § ~~55-248.33~~ 55.1-xxx. Remedies for absence, nonuse, and abandonment.

1167 If the rental agreement requires the tenant to give notice to the landlord of an anticipated
1168 extended absence in excess of seven days and the tenant fails to do so, the landlord may recover
1169 actual damages from the tenant. During any absence of the tenant in excess of seven days, the
1170 landlord may enter the dwelling unit at times reasonably necessary to protect his possessions
1171 and property. The rental agreement is deemed to be terminated by the landlord as of the date of
1172 abandonment by the tenant. If the landlord cannot determine whether the premises ~~have~~ has
1173 been abandoned by the tenant, the landlord shall serve written notice on the tenant in accordance
1174 with § ~~55-248.6~~ 55.1-xxx requiring the tenant to give written notice to the landlord within seven
1175 days that the tenant intends to remain in occupancy of the premises. If the tenant gives such
1176 written notice to the landlord, or if the landlord otherwise determines that the tenant remains in
1177 occupancy of the premises, the landlord shall not treat the premises as having been abandoned.

1178 Unless the landlord receives written notice from the tenant or otherwise determines that the
1179 tenant remains in occupancy of the premises, upon the expiration of seven days from the date of
1180 the landlord's notice to the tenant, there shall be a rebuttable presumption that the premises ~~have~~
1181 has been abandoned by the tenant, and the rental agreement shall be deemed to terminate on that
1182 date. The landlord shall mitigate damages in accordance with § ~~55-248.35~~ 55.1-xxx.

1183 **Drafting note: Technical changes.**

1184 ~~§ 55-248.34. Repealed.~~

1185 **Drafting note: Repealed by Acts 2003, c. 427, cl. 2**

1186 ~~§ 55-248.34:1~~ 55.1-xxx. Landlord's acceptance of rent with reservation.

1187 A. ~~Provided~~ If the landlord has given written notice to the tenant that the rent will be
1188 accepted with reservation, the landlord may accept full or partial payment of all rent and receive
1189 an order of possession from a court of competent jurisdiction pursuant to an unlawful detainer
1190 action filed under Article 13 (§ 8.01-124 et seq.) of Chapter 3 of Title 8.01 and proceed with
1191 eviction under § ~~55-248.38:2~~ 55.1-xxx. Such notice shall be included in a written termination
1192 notice given by the landlord to the tenant in accordance with § ~~55-248.31~~ 55.1-xxx or in a
1193 separate written notice given by the landlord to the tenant within five business days of receipt of
1194 the rent. Unless the landlord has given such notice in a termination notice in accordance with §
1195 ~~55-248.31~~ 55.1-xxx, the landlord shall continue to give a separate written notice to the tenant
1196 within five business days of receipt of the rent that the landlord continues to accept the rent with
1197 reservation in accordance with this section until such time as the violation alleged in the
1198 termination notice has been remedied or the matter has been adjudicated in a court of competent
1199 jurisdiction. If the dwelling unit is a public housing unit or other housing unit subject to
1200 regulation by the U.S. Department of Housing and Urban Development, the landlord shall be
1201 deemed to have accepted rent with reservation pursuant to this subsection if the landlord gives
1202 the tenant the written notice required ~~herein in this section~~ for the portion of the rent paid by the
1203 tenant.

1204 B. Subsequent to the entry of an order of possession by a court of competent jurisdiction
1205 but prior to eviction pursuant to § ~~55-248.38:2~~ 55.1-xxx, the landlord may accept all amounts
1206 owed to the landlord by the tenant, including full payment of any money judgment, award of
1207 attorney fees and court costs, and all subsequent rents that may be paid prior to eviction, and
1208 proceed with eviction, provided that the landlord has given the tenant written notice that any
1209 such payment would be accepted with reservation and would not constitute a waiver of the
1210 landlord's right to evict the tenant from the dwelling unit. However, if a landlord enters into a
1211 new written rental agreement with the tenant prior to eviction, an order of possession obtained
1212 prior to the entry of such new rental agreement is not enforceable. Such notice shall be given in
1213 a separate written notice given by the landlord within five business days of receipt of payment
1214 of such money judgment, attorney fees, and court costs, and of all subsequent rents that may be
1215 paid prior to eviction. If the dwelling unit is a public housing unit or other housing unit subject
1216 to regulation by the U.S. Department of Housing and Urban Development, the landlord shall be
1217 deemed to have accepted rent with reservation pursuant to this subsection if the landlord gives
1218 the tenant the written notice required ~~herein in this section~~ for the portion of the rent paid by the
1219 tenant. Writs of possession in cases of unlawful entry and detainer are otherwise subject to §
1220 8.01-471.

1221 C. ~~However, the~~ The tenant may pay or present to the court a redemption tender for
1222 payment of all rent due and owing as of the return date, including late charges, attorney fees,
1223 and court costs, at or before the first return date on an action for unlawful detainer. For purposes
1224 of this section, "redemption tender" means a written commitment to pay all rent due and owing
1225 as of the return date, including late charges, attorney fees, and court costs, by a local
1226 government or nonprofit entity within 10 days of said return date.

1227 D. If the tenant presents a redemption tender to the court at the return date, the court
1228 shall continue the action for unlawful detainer for 10 days following the return date for payment
1229 to the landlord of all rent due and owing as of the return date, including late charges, attorney
1230 fees, and court costs, and ~~dismissal of~~ dismiss the action upon such payment. Should the

1231 landlord not receive full payment of all rent due and owing as of the return date, including late
1232 charges, attorney fees, and court costs, within 10 days of the return date, the court shall, without
1233 further evidence, grant to the landlord judgment for all amounts due and immediate possession
1234 of the premises.

1235 E. In cases of unlawful detainer, a tenant may pay the landlord or his attorney or pay into
1236 court all (i) rent due and owing as of the court date as contracted for in the rental agreement, (ii)
1237 other charges and fees as contracted for in the rental agreement, (iii) late charges contracted for
1238 in the rental agreement, (iv) reasonable attorney fees as contracted for in the rental agreement or
1239 as provided by law, and (v) costs of the proceeding as provided by law, at which time the
1240 unlawful detainer proceeding shall be dismissed. A tenant may invoke the rights granted in this
1241 section no more than one time during any 12-month period of continuous residency in the
1242 dwelling unit, regardless of the term of the rental agreement or any renewal term ~~thereof of the~~
1243 rental agreement.

1244 **Drafting note: Technical changes.**

1245 § ~~55-248.35~~ 55.1-xxx. Remedy after termination.

1246 If the rental agreement is terminated, the landlord may have a claim for possession and
1247 for rent and a separate claim for actual damages for breach of the rental agreement, reasonable
1248 attorney's attorney fees as provided in § ~~55-248.31~~ 55.1-xxx, and the cost of service of any
1249 notice under § ~~55-225~~ 55.1-xxx or § ~~55-248.31~~ 55.1-xxx or process by a sheriff or private
1250 process server, which cost shall not exceed the amount authorized by § ~~55-248.31:1~~ 55.1-xxx,
1251 which and such claims may be enforced, without limitation, by ~~the institution of~~ initiating an
1252 action for unlawful entry or detainer. Actual damages for breach of the rental agreement may
1253 include a claim for ~~such~~ rent as that would have accrued until the expiration of the term ~~thereof~~
1254 of the rental agreement or until a tenancy pursuant to a new rental agreement commences,
1255 whichever occurs first ~~occurs~~, provided that nothing ~~herein~~ contained in this section shall
1256 diminish the duty of the landlord to mitigate actual damages for breach of the rental agreement.
1257 In obtaining post-possession judgments for actual damages as defined ~~herein in this section~~, the

1258 landlord shall not seek a judgment for accelerated rent through the end of the term of the
1259 tenancy.

1260 In any unlawful detainer action brought by the landlord, this section shall not be
1261 construed to prevent the landlord from being granted by the court a simultaneous judgment for
1262 money due and for possession of the premises without a credit for any security deposit. Upon
1263 the tenant vacating the premises either voluntarily or by a writ of possession, security deposits
1264 shall be credited to the tenants' account by the landlord in accordance with the requirements of §
1265 ~~55-248.15:1~~ 55.1-xxx.

1266 **Drafting note: Technical changes.**

1267 § ~~55-248.37~~ 55.1-xxx. Periodic tenancy; holdover remedies.

1268 A. The landlord or the tenant may terminate a week-to-week tenancy by serving a
1269 written notice on the other at least seven days prior to the next rent due date. The landlord or the
1270 tenant may terminate a month-to-month tenancy by serving a written notice on the other at least
1271 30 days prior to the next rent due date, unless the rental agreement provides for a different
1272 notice period. The landlord and the tenant may agree in writing to an early termination of a
1273 rental agreement. In the event that no such agreement is reached, the provisions of § ~~55-248.35~~
1274 55.1-xxx shall control.

1275 B. If the tenant remains in possession without the landlord's consent after expiration of
1276 the term of the rental agreement or its termination, the landlord may bring an action for
1277 possession and may also recover actual damages, reasonable attorney fees, and court costs,
1278 unless the tenant proves by a preponderance of the evidence that the failure of the tenant to
1279 vacate the dwelling unit as of the termination date was reasonable. The landlord may include in
1280 the rental agreement a reasonable liquidated damage penalty, not to exceed an amount equal to
1281 150 percent of the per diem of the monthly rent, for each day the tenant remains in the dwelling
1282 unit after the termination date specified in the landlord's notice. However, if the dwelling unit is
1283 a public housing unit or other housing unit subject to regulation by the U.S. Department of
1284 Housing and Urban Development, any liquidated damage penalty shall not exceed an amount

1285 equal to the per diem of the monthly rent set out in the lease agreement. If the landlord consents
1286 to the tenant's continued occupancy, § ~~55-248.7~~ 55.1-xxx applies.

1287 C. In the event of termination of a rental agreement ~~and~~ where the tenant remains in
1288 possession with the agreement of the landlord either as a hold-over tenant or a month-to-month
1289 tenant and no new rental agreement is entered into, the terms of the terminated agreement shall
1290 remain in effect and govern the hold-over or month-to-month tenancy, except that the amount of
1291 rent shall be either as provided in the terminated rental agreement or the amount set forth in a
1292 written notice to the tenant, provided that such new rent amount shall not take effect until the
1293 next rent due date coming 30 days after the notice.

1294 **Drafting note: Technical change.**

1295 ~~§ 55-248.38. Repealed.~~

1296 **Drafting note: Repealed by Acts 2000, c. 760, cl. 2.**

1297 ~~§ 55-248.38:1~~ 55.1-xxx. Disposal of property abandoned by tenants.

1298 If any items of personal property are left in the dwelling unit, the premises, or ~~in~~ any
1299 storage area provided by the landlord, after the rental agreement has terminated and delivery of
1300 possession has occurred, the landlord may consider such property to be abandoned. The landlord
1301 may dispose of the property so abandoned as the landlord sees fit or appropriate, provided that
1302 he has: given (i) ~~given~~ a termination notice to the tenant in accordance with this chapter or
1303 Chapter XX [1] (§ 55.1-xxx et seq.), ~~which includes~~ including a statement that any items of
1304 personal property left in the dwelling unit ~~or~~, the premises, or the storage area would be
1305 disposed of within the 24-hour period after termination; (ii) ~~given~~ written notice to the tenant in
1306 accordance with § ~~55-248.33~~ 55.1-xxx, ~~which includes~~ including a statement that any items of
1307 personal property left in the dwelling unit ~~or~~, the premises, or the storage area would be
1308 disposed of within the 24-hour period after expiration of the seven-day notice period; or (iii)
1309 given a separate written notice to the tenant, ~~which includes~~ including a statement that any items
1310 of personal property left in the dwelling unit ~~or~~, the premises, or the storage area would be
1311 disposed of within 24 hours after expiration of a 10-day period from the date such notice was

1312 given to the tenant. Any written notice to the tenant shall be given in accordance with § ~~55-~~
1313 ~~248.6~~ 55.1-xxx. The tenant shall have the right to remove his personal property from the
1314 dwelling unit ~~or~~, the premises, or the storage area at reasonable times during the 24-hour period
1315 after termination or at such other reasonable times until the landlord has disposed of the
1316 remaining personal property of the tenant.

1317 During the 24-hour period and until the landlord disposes of the remaining personal
1318 property of the tenant, the landlord shall not have any liability for the risk of loss for such
1319 personal property. If the landlord fails to allow reasonable access to the tenant to remove his
1320 personal property as provided in this section, the tenant shall have a right to injunctive or other
1321 relief as provided by law. If the landlord received any funds from any sale of abandoned
1322 property as provided in this section, the landlord shall pay such funds to the account of the
1323 tenant and apply same the funds to any amounts due the landlord by the tenant, including the
1324 reasonable costs incurred by the landlord in selling, storing, or safekeeping such property. If any
1325 such funds are remaining after application, the remaining funds shall be treated as a security
1326 deposit under the provisions of § ~~55-248.15:1~~ 55.1-xxx. The provisions of this section shall not
1327 be applicable if the landlord has been granted a writ of possession for the premises in
1328 accordance with Title 8.01 and execution of such writ has been completed pursuant to § 8.01-
1329 470.

1330 **Drafting note: The language "or the storage area" is included throughout for**
1331 **consistency with the first sentence of the section. Technical changes are made.**

1332 § ~~55-248.38:2~~ 55.1-xxx. Authority of sheriffs to store and sell personal property
1333 removed from residential premises; recovery of possession by owner; disposition or sale.

1334 Notwithstanding the provisions of § 8.01-156, when personal property is removed from
1335 a dwelling unit, the premises, or ~~from~~ any storage area provided by the landlord pursuant to an
1336 action of unlawful detainer or ejection, or pursuant to any other action in which personal
1337 property is removed from the dwelling unit in order to restore the dwelling unit to the person
1338 entitled ~~thereto~~ to such dwelling unit, the sheriff shall oversee the removal of such personal

1339 property to be placed into the public way. The tenant shall have the right to remove his personal
1340 property from the public way during the 24-hour period after eviction. Upon the expiration of
1341 the 24-hour period after eviction, the landlord shall remove, or dispose of, any such personal
1342 property remaining in the public way.

1343 At the landlord's request, any personal property removed pursuant to this section shall be
1344 placed into a storage area designated by the landlord, which may be the dwelling unit. The
1345 tenant shall have the right to remove his personal property from the landlord's designated
1346 storage area at reasonable times during the 24 hours after eviction ~~from the landlord's~~ or at such
1347 other reasonable times until the landlord has disposed of the property as provided ~~herein in this~~
1348 section. During that 24-hour period and until the landlord disposes of the remaining personal
1349 property of the tenant, the landlord and the sheriff shall not have any liability for the risk of loss
1350 for such personal property. If the landlord fails to allow reasonable access to the tenant to
1351 remove his personal property as provided ~~herein in this section~~, the tenant shall have a right to
1352 injunctive or other relief as otherwise provided by law.

1353 Any property remaining in the landlord's storage area upon the expiration of the 24-hour
1354 period after eviction may be disposed of by the landlord as the landlord sees fit or appropriate. If
1355 the landlord receives any funds from any sale of such remaining property, the landlord shall pay
1356 such funds to the account of the tenant and apply ~~same the funds~~ to any amounts due the
1357 landlord by the tenant, including the reasonable costs incurred by the landlord in the eviction
1358 process described in this section or the reasonable costs incurred by the landlord in selling or
1359 storing such property. If any funds are remaining after application, the remaining funds shall be
1360 treated as a security deposit under ~~applicable law~~ the provisions of § 55.1-xxx [§ 55-248.15:1].

1361 The notice posted by the sheriff setting the date and time of the eviction, pursuant to §
1362 8.01-470, shall provide notice to the tenant of the rights afforded to tenants in this section and
1363 shall include in ~~the said such~~ notice a copy of this statute attached to, or made a part of, ~~this the~~
1364 notice.

1392

~~Retaliatory Action.~~

1393

Drafting note: The designation for existing Article 6 is stricken because its

1394

provisions are relocated: Existing § 55-248.39 is relocated to proposed Article 3 of Chapter

1395

XX [1], and existing § 55-248.40 is relocated to proposed Article 1 of this chapter.

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