

VIRGINIA ACTS OF ASSEMBLY — CHAPTER

An Act to amend the Code of Virginia by adding in Article 21 of Chapter 3 of Title 8.01 a section numbered 8.01-226.7, relating to liability of certain property owners; lead-based paint.

[H 1546]

Approved

Be it enacted by the General Assembly of Virginia:

1. That the Code of Virginia is amended by adding in Article 21 of Chapter 3 of Title 8.01 a section numbered 8.01-226.7 as follows:

§ 8.01-226.7. Owner and agent compliance with residential lead-based paint notification; maintenance immunity.

A. As used in this section, the following definitions apply:

"Agent" means any party who enters into a contract with a seller or lessor, including any party who enters into a contract with a representative of the seller or lessor, for the purpose of selling or leasing a residential dwelling. This term includes all persons licensed under Chapter 21 (§ 54.1-2100 et seq.) of Title 54.1. This term does not apply to purchasers or any purchaser's representative who receives compensation from the purchaser.

"Lead-based paint" means paint or other surface coatings that contain lead equal to or in excess of 1.0 milligram per square centimeter or 0.5 percent by weight.

"Lead-based paint hazard" means any condition that causes exposure to lead from lead-contaminated dust, lead-contaminated soil, or lead-contaminated paint that is deteriorated or present in accessible surfaces, friction surfaces, or impact surfaces that would result in adverse human health effects as established by the appropriate federal or state agency.

"Residential dwelling" means a structure or part of a structure that is used as a home or residence by one or more persons who maintain a household, whether single family or multi-family.

B. Any agent who has complied with the requirements of the United States Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 USC 4851 et seq.) shall not be liable for civil damages in any personal injury or wrongful death action for lead poisoning arising from the condition of a residential dwelling, provided that before the purchaser or tenant signs any contract to purchase or lease the residential dwelling:

1. An EPA-approved Lead Hazard Information pamphlet was provided to the purchaser or lessee;

2. Any known lead-based paint, and lead-based paint hazard, on the property and any additional information or reports available to owner concerning the same were provided to purchaser or lessee;

3. The purchaser or tenant signed a written statement acknowledging the disclosure and receipt of the literature; and

4. If the agent is a Public Housing Authority, it has complied with all applicable Federal Laws and Regulations.

However, if the agent performs or agrees to perform lead-based paint maintenance on the residential dwelling or if the party, a purchaser or a lessee is instructed to contact for lead-based paint repairs, the agent shall not be entitled to immunity unless the agent has also met the requirements of subsection C of this section.

C. An owner of a residential dwelling, or agent responsible for the maintenance of a residential dwelling, who has complied with the requirements of the United States Residential Lead-Based Hazard Reduction Act of 1992 (42 USC 4851 et seq.) shall not be liable for civil damages in a personal injury or wrongful death action for lead poisoning arising from the condition of the residential dwelling, provided that before the purchaser or tenant signs any contract to purchase or lease the residential dwelling:

1. An EPA-approved Lead Hazard Information pamphlet was provided to the purchaser or lessee;

2. Any known, lead-based paint, and lead-based paint hazard, on the property and any additional information or reports available to owner concerning same were provided to purchaser or lessee;

3. The purchaser or tenant signed a written statement acknowledging the disclosure and receipt of the literature; and

4. With regards to lead-based paint and lead-based paint hazards, the residential dwelling was maintained in a fit and habitable condition and in compliance with the state laws and regulations, including but not limited to the Uniform Statewide Building Code, and applicable federal laws and regulations.

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