

2005 SESSION

HOUSE SUBSTITUTE

053675484

HOUSE BILL NO. 2164

AMENDMENT IN THE NATURE OF A SUBSTITUTE

(Proposed by the House Committee on General Laws
on February 1, 2005)

(Patron Prior to Substitute—Delegate Reese)

*A BILL to amend and reenact § 55-248.24 of the Code of Virginia, relating to the Virginia Residential
Landlord and Tenant Act; fire or casualty damage; termination of rental agreement.*

Be it enacted by the General Assembly of Virginia:

1. That § 55-248.24 of the Code of Virginia is amended and reenacted as follows:

§ 55-248.24. Fire or casualty damage.

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

The landlord may terminate the rental agreement by giving the tenant 45 days' notice of his intention to terminate the rental agreement based upon the landlord's determination that such damage requires the removal of the tenant and the use of the premises is substantially impaired, in which case the rental agreement terminates as of the expiration of the notice period.

If the rental agreement is terminated, the landlord shall return all security deposits in accordance with § 55-248.15:1 and prepaid rent, plus accrued interest, recoverable by law unless the landlord reasonably believes that the tenant, tenant's guests, invitees or authorized occupants were the cause of the damage or casualty, in which case the landlord shall account to the tenant for the security and prepaid rent, plus accrued interest based upon the damage or casualty. Accounting for rent in the event of termination or apportionment shall be made as of the date of the casualty.

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