

VIRGINIA ACTS OF ASSEMBLY -- 2006 SESSION

CHAPTER 667

An Act to amend and reenact §§ 8.01-471, 55-248.9:1, 55-248.15:2, 55-248.21:1, and 55-248.34:1 of the Code of Virginia, relating to the Virginia Residential Landlord and Tenant Act; confidentiality of tenant records; interest on security deposits.

[H 907]

Approved April 5, 2006

Be it enacted by the General Assembly of Virginia:

1. That §§ 8.01-471, 55-248.9:1, 55-248.15:2, 55-248.21:1, and 55-248.34:1 of the Code of Virginia are amended and reenacted as follows:

§ 8.01-471. Time period for issuing writs of possession in unlawful entry and detainer; when returnable.

Writs of possession, in case of unlawful entry and detainer, shall be issued within one year from the date of judgment for possession and shall be made returnable within 30 days from the date of issuing the writ. No writ shall issue, however, *in cases under the Virginia Residential Landlord and Tenant Act* (§ 55-248.2 *et seq.*) if, following the entry of judgment, the landlord has accepted rent payments without reservation, as described in § 55-248.34:1.

§ 55-248.9:1. Confidentiality of tenant records.

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

1. The tenant or prospective tenant has given prior written consent;
2. The information is a matter of public record as defined in § 2.2-3701;
3. The information is a summary of the tenant's rent payment record, including the amount of the tenant's periodic rent payment;
4. The information is a copy of a material noncompliance notice that has not been remedied or, termination notice given to the tenant under § 55-248.31 and the tenant did not remain in the premises thereafter;
5. The information is requested by a local, state, or federal law-enforcement or public safety official in the performance of his duties; ~~or~~
6. *The information is requested pursuant to a subpoena in a civil case;*
7. *The information is requested by a contract purchaser of the landlord's property; provided the contract purchaser agrees in writing to maintain the confidentiality of such information; or*
8. The information is otherwise provided in the case of an emergency.

§ 55-248.15:2. Schedule of interest rates on security deposits.

A. The interest rate established by § 55-248.15:1 varies annually with the annual rate being equal to one percentage point below the Federal Reserve Board discount rate as of January 1 of each year. The purpose of this section is to set out the interest rates applicable under this chapter.

B. The rates are as follows:

1. July 1, 1975, through December 31, 1979, 3.0%.
2. January 1, 1980, through December 31, 1981, 4.0%.
3. January 1, 1982, through December 31, 1984, 4.5%.
4. January 1, 1985, through December 31, 1994, 5.0%.
5. January 1, 1995, through December 31, 1995, 4.75%.
6. January 1, 1996, through December 31, 1996, 5.25%.
7. January 1, 1997, through December 31, 1998, 5.0%.
8. January 1, 1999, through June 30, 1999, 4.5%.
9. July 1, 1999, through December 31, 1999, 3.5%.
10. January 1, 2000, through December 31, 2000, 4.0%.
11. January 1, 2001, through December 31, 2001, 5.0%.
12. January 1, 2002, through December 31, 2002, 0.25%.
13. January 1, 2003, through December 31, 2003, 0%.
14. *January 1, 2004, through December 31, 2004, 1.0%.*
15. *January 1, 2005, through December 31, 2005, 2.25%.*
16. *January 1, 2006, through December 31, 2006, 4.25%.*

Thereafter, the interest rate shall be determined in accordance with subsection B of § 55-248.15:1.

§ 55-248.21:1. Early termination of rental agreement by military personnel.

A. Any member of the armed forces of the United States or a member of the National Guard serving on full-time duty or as a Civil Service technician with the National Guard may, through the procedure detailed in subsection B, terminate his rental agreement if the member (i) has received permanent

change of station orders to depart 35 miles or more (radius) from the location of the dwelling unit; (ii) has received temporary duty orders in excess of three months' duration to depart 35 miles or more (radius) from the location of the dwelling unit; (iii) is discharged or released from active duty with the armed forces of the United States or from his full-time duty or technician status with the National Guard; or (iv) is ordered to report to government-supplied quarters resulting in the forfeiture of basic allowance for quarters.

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

The final rent shall be prorated to the date of termination and shall be payable at such time as would have otherwise been required by the terms of the rental agreement.

The landlord may not charge any liquidated damages.

C. Nothing in this section shall affect the tenant's obligations established by § 55-248.16.

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

§ 55-248.34:1. Landlord's acceptance of rent with reservation.

A. Provided the landlord has given written notice to the tenant that the rent will be accepted with reservation, the landlord may accept full payment of all rent and receive an order of possession from a court of competent jurisdiction pursuant to an unlawful detainer action filed under Chapter 13 (§ 8.01-374 et seq.) of Title 8.01. Such notice shall be included in a termination notice given by the landlord to the tenant in accordance with § 55-248.31 or in a separate written notice given by the landlord to the tenant within five business days of receipt of the rent. The landlord shall continue to accept the rent with reservation in accordance with this section until such time as the violation alleged in the termination notice has been remedied or the matter has been adjudicated in a court of competent jurisdiction.

B. Subsequent to the entry of an order of possession by a court of competent jurisdiction but prior to eviction pursuant to § 55-248.38:2, the landlord may accept full payment of any money judgment, award of attorneys' fees and court costs, and proceed with eviction provided that the landlord has given the tenant written notice that any such payment would be accepted with reservation and would not constitute a waiver of the landlord's right to evict the tenant from the dwelling unit. Such notice shall be given in a separate written notice given by the landlord within five business days of receipt of payment of such money judgment, attorneys' fees and court costs.

C. However, the tenant may pay all rent, late charges, attorneys' fees and court costs at or before the first return date on an action for unlawful detainer, provided the tenant does not invoke such right more than once in a continuous 12-month period in accordance with § 55-243.