

VIRGINIA ACTS OF ASSEMBLY — CHAPTER

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An Act to amend and reenact §§ 8.01-27.1, 8.01-27.2, 8.01-129, 8.01-296, 55-225, 55-225.3, 55-248.4, 55-248.6, 55-248.6:1, 55-248.9:1, 55-248.13, 55-248.15:2, 55-248.16, 55-248.18, 55-248.31, and 55-248.34:1 of the Code of Virginia, relating to landlord and tenant law; definitions; payment of rent; landlord remedies.

[H 720]

Approved

Be it enacted by the General Assembly of Virginia:

1. That §§ 8.01-27.1, 8.01-27.2, 8.01-129, 8.01-296, 55-225, 55-225.3, 55-248.4, 55-248.6, 55-248.6:1, 55-248.9:1, 55-248.13, 55-248.15:2, 55-248.16, 55-248.18, 55-248.31, and 55-248.34:1 of the Code of Virginia are amended and reenacted as follows:

§ 8.01-27.1. Additional recovery in certain civil actions concerning checks.

A. ~~It~~ Except as otherwise provided in Chapter 13 (§ 55-217 et seq.) or Chapter 13.2 (§ 55-248.2 et seq.) of Title 55, in any civil claim or action made or brought against the drawer of a check, draft or order, payment of which has been refused by the drawee depository because of lack of funds in or credit with such drawee depository, the holder or his agent shall be entitled to claim, in addition to the face amount of the check (i) legal interest from the date of the check, (ii) the protest or bad check return fee, if any, charged to the holder by his bank or other depository, (iii) a processing charge of \$35 50, and (iv) reasonable attorney's fees if awarded by the court.

B. ~~Any~~ Except as otherwise provided in Chapter 13 (§ 55-217 et seq.) or Chapter 13.2 (§ 55-248.2 et seq.) of Title 55, any holder of a check, draft or order, payment of which has been refused by the drawee for insufficient funds or credit, who charges the drawer amounts in excess of those authorized in subsection A on account of payment being so refused shall, upon demand, be liable to the drawer for the lesser of (i) \$35 50 plus the excess of the authorized amount or (ii) twice the amount charged in excess of the authorized amount.

§ 8.01-27.2. Civil recovery for giving bad check.

~~It~~ Except as otherwise provided in Chapter 13 (§ 55-217 et seq.) or Chapter 13.2 (§ 55-248.2 et seq.) of Title 55, in the event a check, draft or order, the payment of which has been refused by the drawee because of lack of funds in or credit with such drawee, is not paid in full within thirty days after receipt by the drawer of (i) written notice by registered, certified, or regular mail with the sender retaining an affidavit of service of mailing or other sufficient proof of mailing, which may be a U.S. Postal Certificate of Mailing or (ii) if for nonpayment of rent under § 55-225 or 55-248.31, written notice in accordance therewith, from the payee that the check, draft or order has been returned unpaid, the payee may recover from the drawer in a civil action brought by the filing of a warrant in debt, the lesser of \$250 or three times the amount of the check, draft or order. The amount recovered as authorized by this section shall be in addition to the amounts authorized for recovery under § 8.01-27.1. No action may be initiated under this section if any action has been initiated under § 18.2-181. The drawer shall be obligated to pay the cost of service and the cost of mailing, as applicable.

§ 8.01-129. Appeal from judgment of general district court.

An appeal shall lie from the judgment of a general district court, in any proceeding under this article, to the circuit court in the same manner and with like effect and upon like security as appeals taken under the provisions of § 16.1-106 et seq. except as specifically provided in this section. The appeal shall be taken within 10 days and the security approved by the court from which the appeal is taken. Notwithstanding the provisions of § 16.1-106 et seq. the bond shall be posted and the writ tax paid within 10 days of the date of the judgment. Unless otherwise specifically provided in the court's order, no writ of execution shall issue on a judgment for possession until the expiration of this 10-day period, except in cases of judgment of default (i) wherein the case arises out of a trustee's deed following foreclosure, ~~or~~ (ii) for the nonpayment of rent where the writ of execution shall issue immediately upon entry of judgment for possession, if requested by the plaintiff, or (iii) for immediate nonremediable terminations where the writ of execution shall issue immediately upon entry of judgment for possession, if requested by the plaintiff. When the appeal is taken by the defendant, he shall be required to give security also for all rent which has accrued and may accrue upon the premises, but for not more than one year's rent, and also for all damages that have accrued or may accrue from the unlawful use and occupation of the premises for a period not exceeding three months. Trial by jury shall be had upon application of any party.

§ 8.01-296. Manner of serving process upon natural persons.

58 Subject to the provisions of § 8.01-286.1, in any action at law or in equity or any other civil
 59 proceeding in any court, process, for which no particular mode of service is prescribed, may be served
 60 upon natural persons as follows:

61 1. By delivering a copy thereof in writing to the party in person; or

62 2. By substituted service in the following manner:

63 a. If the party to be served is not found at his usual place of abode, by delivering a copy of such
 64 process and giving information of its purport to any person found there, who is a member of his family,
 65 other than a temporary sojourner or guest, and who is of the age of 16 years or older; or

66 b. If such service cannot be effected under subdivision 2 a, then by posting a copy of such process at
 67 the front door or at such other door as appears to be the main entrance of such place of abode, provided
 68 that not less than 10 days before judgment by default may be entered, the party causing service or his
 69 attorney or agent mails to the party served a copy of such process and thereafter files in the office of
 70 the clerk of the court a certificate of such mailing. In any civil action brought in a general district court,
 71 the mailing of the application for a warrant in debt or affidavit for summons in unlawful detainer or
 72 other civil pleading or a copy of such pleading, whether yet issued by the court or not, which contains
 73 the date, time and place of the return, prior to or after filing such pleading in the general district court,
 74 shall satisfy the mailing requirements of this section. In any civil action brought in a circuit court, the
 75 mailing of a copy of the pleadings with a notice that the proceedings are pending in the court indicated
 76 and that upon the expiration of 10 days after the giving of the notice and the expiration of the statutory
 77 period within which to respond, without further notice, the entry of a judgment by default as prayed for
 78 in the pleadings may be requested, shall satisfy the mailing requirements of this section and any notice
 79 requirement of the Rules of Court. Any judgment by default entered after July 1, 1989, upon posted
 80 service in which proceedings a copy of the pleadings was mailed as provided for in this section prior to
 81 July 1, 1989, is validated.

82 c. The person executing such service shall note the manner and the date of such service on the
 83 original and the copy of the process so delivered or posted under this subdivision and shall effect the
 84 return of process as provided in §§ 8.01-294 and 8.01-325.

85 3. If service cannot be effected under subdivisions 1 and 2, then by order of publication in
 86 appropriate cases under the provisions of §§ 8.01-316 through 8.01-320.

87 4. *The landlord or his duly authorized agent or representative may serve notices required by the*
 88 *rental agreement or by law upon the tenant or occupant under a rental agreement that is within the*
 89 *purview of Chapter 13 (§ 55-217 et seq.) of Title 55.*

90 § 55-225. Failure to pay certain rents after five days' notice forfeits right of possession.

91 If any tenant or lessee of premises in a city or town, or in any subdivision of suburban and other
 92 lands divided into building lots for residential purposes, or of premises anywhere used for residential
 93 purposes, and not for farming or agriculture, being in default in the payment of rent, shall so continue
 94 for five days after notice, in writing, requiring possession of the premises or the payment of rent, such
 95 tenant or lessee shall thereby forfeit his right to the possession. In such case the possession of the
 96 defendant may, at the option of the landlord or lessor, be deemed unlawful, and he may proceed to
 97 recover in the same manner provided by Article 13 (§ 8.01-124 et seq.) of Chapter 3 of Title 8.01.

98 *Nothing, however, shall be construed to prohibit a landlord from seeking an award of costs or*
 99 *attorney's fees under § 8.01-27.1 or civil recovery under § 8.01-27.2 as part of the damages requested*
 100 *on an unlawful detainer action filed pursuant to § 8.01-126 provided the landlord has given notice,*
 101 *which notice may be included in a five-day termination notice provided in accordance with this section.*

102 § 55-225.3. Landlord to maintain dwelling unit.

103 A. The landlord shall:

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

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

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

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

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

118 C. If the duty imposed by subdivision A 1 is greater than any duty imposed by any other subdivision

119 of that subsection, the landlord's duty shall be determined by reference to subdivision A 1.
 120 C. D. The landlord and tenant may agree in writing that the tenant perform the landlord's duties
 121 specified in subdivisions A 2, 3, and 4 and also specified repairs, maintenance tasks, alterations and
 122 remodeling, but only if the transaction is entered into in good faith and not for the purpose of evading
 123 the obligations of the landlord.

124 § 55-248.4. Definitions.

125 When used in this chapter, unless expressly stated otherwise:

126 "Action" means recoupment, counterclaim, set off, or other civil suit and any other proceeding in
 127 which rights are determined, including without limitation actions for possession, rent, unlawful detainer,
 128 unlawful entry, and distress for rent.

129 "Application deposit" means any refundable deposit of money, however denominated, including all
 130 money intended to be used as a security deposit under a rental agreement, or property, which is paid by
 131 a tenant to a landlord, lessor, or agent of a landlord for the purpose of being considered as a tenant for
 132 a dwelling unit.

133 "Application fee" means any nonrefundable fee, which is paid by a tenant to a landlord for the
 134 purpose of being considered as a tenant for a dwelling unit. An application fee shall not exceed \$50,
 135 exclusive of any actual out-of-pocket expenses paid by the landlord to a third party performing
 136 background, credit, or other pre-occupancy checks on the applicant. However, where an application is
 137 being made for a dwelling unit which is a public housing unit or other housing unit subject to
 138 regulation by the Department of Housing and Urban Development, an application fee shall not exceed
 139 \$32, exclusive of any actual out-of-pocket expenses paid to a third party by the landlord performing
 140 background, credit, or other pre-occupancy checks on the applicant.

141 "Assignment" means the transfer by any tenant of all interests created by a rental agreement.

142 "Authorized occupant" means a person entitled to occupy a dwelling unit with the consent of the
 143 landlord, but who has not signed the rental agreement and therefore does not have the rights and
 144 obligations as a tenant under the rental agreement.

145 "Building or housing code" means any law, ordinance or governmental regulation concerning fitness
 146 for habitation, or the construction, maintenance, operation, occupancy, use or appearance of any structure
 147 or that part of a structure that is used as a home, residence or sleeping place by one person who
 148 maintains a household or by two or more persons who maintain a common household.

149 "Dwelling unit" means a structure or part of a structure that is used as a home or residence by one
 150 or more persons who maintain a household, including, but not limited to, a manufactured home.

151 "Facility" means something that is built, constructed, installed or established to perform some
 152 particular function.

153 "Good faith" means honesty in fact in the conduct of the transaction concerned.

154 "Guest or invitee" means a person, other than the tenant or person authorized by the landlord to
 155 occupy the premises, who has the permission of the tenant to visit but not to occupy the premises.

156 "Landlord" means the owner, lessor or sublessor of the dwelling unit or the building of which such
 157 dwelling unit is a part. "Landlord" also includes a managing agent of the premises who fails to disclose
 158 the name of such owner, lessor or sublessor. Such managing agent shall be subject to the provisions of
 159 § 16.1-88.03.

160 "Managing agent" means a person authorized by the landlord to act on behalf of the landlord under
 161 an agreement.

162 "Natural person," wherever the chapter refers to an owner as a "natural person," includes co-owners
 163 who are natural persons, either as tenants in common, joint tenants, tenants in partnership, tenants by the
 164 entirety, trustees or beneficiaries of a trust, general partnerships, limited liability partnerships, registered
 165 limited liability partnerships or limited liability companies, or any lawful combination of natural persons
 166 permitted by law.

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

170 "Owner" means one or more persons, jointly or severally, in whom is vested:

- 171 1. All or part of the legal title to the property, or
- 172 2. All or part of the beneficial ownership and a right to present use and enjoyment of the premises,
 173 and the term includes a mortgagee in possession.

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

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

179 "Processing fee for payment of rent with bad check" means the processing fee specified in the rental

180 agreement, not to exceed \$50, assessed by a landlord against a tenant for payment of rent with a check
 181 drawn by the tenant on which payment has been refused by the payor bank because the drawer had no
 182 account or insufficient funds.

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

185 "Rental agreement" or "lease agreement" means all agreements, written or oral, and valid rules and
 186 regulations adopted under § 55-248.17 embodying the terms and conditions concerning the use and
 187 occupancy of a dwelling unit and premises.

188 "Rental application" means the written application or similar document used by a landlord to
 189 determine if a prospective tenant is qualified to become a tenant of a dwelling unit. A landlord may
 190 charge an application fee as provided in this chapter and may request a prospective tenant to provide
 191 information that will enable the landlord to make such determination. The landlord may photocopy each
 192 applicant's driver's license or other similar photo identification, containing either the applicant's social
 193 security number or control number issued by the Department of Motor Vehicles pursuant to § 46.2-342.
 194 The landlord may require that each applicant provide a social security number issued by the U.S. Social
 195 Security Administration or an individual taxpayer identification number issued by the U.S. Internal
 196 Revenue Service, for the purpose of determining whether each applicant is eligible to become a tenant in
 197 the landlord's dwelling unit.

198 "Roomer" means a person occupying a dwelling unit that lacks a major bathroom or kitchen facility,
 199 in a structure where one or more major facilities are used in common by occupants of the dwelling unit
 200 and other dwelling units. Major facility in the case of a bathroom means toilet, and either a bath or
 201 shower, and in the case of a kitchen means refrigerator, stove or sink.

202 "Security deposit" means any refundable deposit of money that is furnished by a tenant to a landlord
 203 to secure the performance of the terms and conditions of a rental agreement, as a security for damages
 204 to the leased premises, or as a pet deposit. However, such money shall be deemed an application fee
 205 *deposit* until the effective date of the rental agreement. Security deposit shall not include a commercial
 206 insurance policy purchased by a landlord on behalf of a tenant to secure the performance by the tenant
 207 of the terms and conditions of a rental agreement, generally known as damage insurance. Further,
 208 security deposit shall not include a commercial insurance policy purchased by a landlord to provide
 209 property and casualty insurance coverage for a tenant, generally known as renter's insurance.

210 "Single-family residence" means a structure, other than a multi-family residential structure,
 211 maintained and used as a single dwelling unit or any dwelling unit which has direct access to a street or
 212 thoroughfare and shares neither heating facilities, hot water equipment nor any other essential facility or
 213 service with any other dwelling unit.

214 "Sublease" means the transfer by any tenant of any but not all interests created by a rental
 215 agreement.

216 "Tenant" means a person entitled under a rental agreement to occupy a dwelling unit to the exclusion
 217 of others and shall include roomer. Tenant shall not include (i) an authorized occupant, (ii) a guest or
 218 invitee, or (iii) any person who guarantees or cosigns the payment of the financial obligations of a rental
 219 agreement but has no right to occupy a dwelling unit.

220 "*Tenant records*" means all information, including financial, maintenance, and other records about a
 221 tenant or prospective tenant, whether such information is in written or electronic form or other medium.

222 "Utility" means electricity, natural gas, water and sewer provided by a public service corporation or
 223 such other person providing utility services as permitted under § 56-1.2. If the rental agreement so
 224 provides, a landlord may use submetering equipment or energy allocation equipment as defined in
 225 § 56-245.2, or a ratio utility billing system as defined in § 55-226.2.

226 "*Written notice*" means notice given in accordance with § 55-248.6, including any representation of
 227 words, letters, symbols, numbers, or figures, whether (i) printed in or inscribed on a tangible medium or
 228 (ii) stored in an electronic form or other medium, retrievable in a perceivable form, and regardless of
 229 whether an electronic signature authorized by Chapter 42.1 (§ 59.1-479 et seq.) of Title 59.1 is affixed.
 230 The landlord may, in accordance with a written agreement, delegate to a managing agent or other third
 231 party the responsibility of providing any written notice required by this chapter.

232 § 55-248.6. Notice.

233 A. A person shall be deemed to have notice of a fact if he has actual knowledge of it; he has
 234 received a notice or notification of it; or, from all the facts and circumstances known to him at the time
 235 in question he has reason to know that it exists.

236 B. A person "notifies" or "gives" a notice or notification to another by taking steps reasonably
 237 calculated to inform another person whether or not the other person actually comes to know of it. A
 238 person "receives" a notice or notification when it:

239 1. Comes to his attention;

240 2. Is served upon the recipient by regular mail, postage prepaid, and there is sufficient proof of

241 mailing which may be either a United States postal certificate of mailing or a certificate of service
 242 confirming such mailing prepared by the sender; or

243 3. Is served upon the recipient by hand delivery in accordance with Chapter 8 (§ 8.01-285 et seq.) of
 244 Title 8.01, which provides for personal or substituted service, with the exception that the sender, whether
 245 landlord, tenant or sender's agent, may serve notices hereunder, when the sender retains a certificate of
 246 mailing prepared by him.

247 C. As used in this chapter:

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

257 B. If the rental agreement so provides, the landlord and tenant may send notices in electronic form,
 258 however any tenant who so requests may elect to send and receive notices in paper form. If electronic
 259 delivery is used, the sender shall retain sufficient proof of the electronic delivery, which may be an
 260 electronic receipt of delivery, a confirmation that the notice was sent by facsimile, or a certificate of
 261 service prepared by the sender confirming the electronic delivery.

262 In the case of the landlord, notice is served on the landlord at his place of business where the rental
 263 agreement was made, or at any place held out by the landlord as the place for receipt of the
 264 communication.

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

267 E. D. Notice, knowledge or a notice or notification received by an organization is effective for a
 268 particular transaction from the time it is brought to the attention of the person conducting that
 269 transaction, or from the time it would have been brought to his attention if the organization had
 270 exercised reasonable diligence.

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

276 § 55-248.6:1. Application fees.

277 Any landlord may require an application fee *and a separate application deposit*. If the applicant fails
 278 to rent the unit ~~applied for and the application fee exceeds \$32, for which application was made, from~~
 279 ~~the application deposit~~ the landlord shall refund to the applicant within 20 days after the applicant's
 280 failure to rent the unit or the landlord's rejection of the application all sums in excess of the landlord's
 281 actual expenses and damages together with an itemized list of said expenses and damages. If, however,
 282 the application fee or deposit was made by cash, certified check, cashier's check, or postal money order,
 283 such refund shall be made within 10 days of the applicant's failure to rent the unit if the failure to rent
 284 is due to the landlord's rejection of the application. If the landlord fails to comply with this section, the
 285 applicant may recover as damages suffered by him that portion of the fee wrongfully withheld and
 286 reasonable attorney's fees.

287 § 55-248.9:1. Confidentiality of tenant records.

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

290 1. The tenant or prospective tenant has given prior written consent;

291 2. The information is a matter of public record as defined in § 2.2-3701;

292 3. The information is a summary of the tenant's rent payment record, including the amount of the
 293 tenant's periodic rent payment;

294 4. The information is a copy of a material noncompliance notice that has not been remedied or,
 295 termination notice given to the tenant under § 55-248.31 and the tenant did not remain in the premises
 296 thereafter;

297 5. The information is requested by a local, state, or federal law-enforcement or public safety official
 298 in the performance of his duties;

299 6. The information is requested pursuant to a subpoena in a civil case;

300 7. The information is requested by a contract purchaser of the landlord's property; provided the
 301 contract purchaser agrees in writing to maintain the confidentiality of such information; ~~or~~

302 8. *The information is requested by a lender of the landlord for financing or refinancing of the*
303 *property;*

304 9. *The third party is the landlord's attorney; or*

305 10. The information is otherwise provided in the case of an emergency.

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

314 § 55-248.13. Landlord to maintain fit premises.

315 A. The landlord shall:

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

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

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

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

325 5. Maintain the premises in such a condition as to prevent the accumulation of moisture and the
326 growth of mold, and to promptly respond to any written notices from a tenant as provided in
327 subdivision A 8 9 of § 55-248.16;

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

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

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

338 C. If the duty imposed by subdivision 1 of subsection A is greater than any duty imposed by any
339 other subdivision of that subsection, the landlord's duty shall be determined by reference to subdivision
340 1 of subsection A.

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

346 § 55-248.15:2. Schedule of interest rates on security deposits.

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

350 B. The rates are as follows:

351 1. July 1, 1975, through December 31, 1979, 3.0%.

352 2. January 1, 1980, through December 31, 1981, 4.0%.

353 3. January 1, 1982, through December 31, 1984, 4.5%.

354 4. January 1, 1985, through December 31, 1994, 5.0%.

355 5. January 1, 1995, through December 31, 1995, 4.75%.

356 6. January 1, 1996, through December 31, 1996, 5.25%.

357 7. January 1, 1997, through December 31, 1998, 5.0%.

358 8. January 1, 1999, through June 30, 1999, 4.5%.

359 9. July 1, 1999, through December 31, 1999, 3.5%.

360 10. January 1, 2000, through December 31, 2000, 4.0%.

361 11. January 1, 2001, through December 31, 2001, 5.0%.

362 12. January 1, 2002, through December 31, 2002, 0.25%.

- 363 13. January 1, 2003, through December 31, 2003, 0%.
- 364 14. January 1, 2004, through December 31, 2004, 1.0%.
- 365 15. January 1, 2005, through December 31, 2005, 2.25%.
- 366 16. January 1, 2006, through December 31, 2006, 4.25%.
- 367 17. January 1, 2007, through December 31, 2007, 5.25%.
- 368 18. *January 1, 2008, through December 31, 2008, 0.75%.*
- 369 Thereafter, the interest rate shall be determined in accordance with subsection B of § 55-248.15:1.
- 370 § 55-248.16. Tenant to maintain dwelling unit.
- 371 A. In addition to the provisions of the rental agreement, the tenant shall:
- 372 1. Comply with all obligations primarily imposed upon tenants by applicable provisions of building
- 373 and housing codes materially affecting health and safety;
- 374 2. Keep that part of the premises that he occupies and uses as clean and safe as the condition of the
- 375 premises permit;
- 376 3. Remove from his dwelling unit all ashes, garbage, rubbish and other waste in a clean and safe
- 377 manner and in the appropriate receptacles provided by the landlord pursuant to § 55-248.13, if such
- 378 disposal is on the premises;
- 379 4. Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition
- 380 permits;
- 381 5. Use in a reasonable manner all utilities and all electrical, plumbing, sanitary, heating, ventilating,
- 382 air-conditioning and other facilities and appliances including elevators in the premises, and keep all
- 383 utility services paid for by the tenant to the utility service provider or its agent on at all times during the
- 384 term of the rental agreement;
- 385 6. Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises
- 386 or permit any person to do so whether known by the tenant or not;
- 387 7. Not remove or tamper with a properly functioning smoke detector, including removing any
- 388 working batteries, so as to render the smoke detector inoperative;
- 389 8. *Not remove or tamper with a properly functioning carbon monoxide detector, including removing*
- 390 *any working batteries, so as to render the carbon monoxide detector inoperative;*
- 391 9. Use reasonable efforts to maintain the dwelling unit and any other part of the premises that he
- 392 occupies in such a condition as to prevent accumulation of moisture and the growth of mold, and to
- 393 promptly notify the landlord in writing of any moisture accumulation that occurs or of any visible
- 394 evidence of mold discovered by the tenant.;
- 395 ~~9-~~ 10. Be responsible for his conduct and the conduct of other persons on the premises with his
- 396 consent whether known by the tenant or not, to ensure that his neighbors' peaceful enjoyment of the
- 397 premises will not be disturbed; and
- 398 ~~10-~~ 11. Abide by all reasonable rules and regulations imposed by the landlord pursuant to
- 399 § 55-248.17.
- 400 B. If the duty imposed by subdivision 1 of subsection A is greater than any duty imposed by any
- 401 other subdivision of that subsection, the tenant's duty shall be determined by reference to subdivision 1.
- 402 § 55-248.18. Access; consent; correction of nonemergency conditions; relocation of tenant.
- 403 A. The tenant shall not unreasonably withhold consent to the landlord to enter into the dwelling unit
- 404 in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or
- 405 improvements, supply necessary or agreed services or exhibit the dwelling unit to prospective or actual
- 406 purchasers, mortgagees, tenants, workmen or contractors. The landlord may enter the dwelling unit
- 407 without consent of the tenant in case of emergency. The landlord shall not abuse the right of access or
- 408 use it to harass the tenant. Except in case of emergency or if it is impractical to do so, the landlord shall
- 409 give the tenant notice of his intent to enter and may enter only at reasonable times. Unless impractical
- 410 to do so, the landlord shall give the tenant at least 24-hours' notice of routine maintenance to be
- 411 performed that has not been requested by the tenant.
- 412 B. Upon the sole determination by the landlord of the existence of a nonemergency property
- 413 condition in the dwelling unit that requires the tenant to temporarily vacate the dwelling unit in order
- 414 for the landlord to properly remedy such property condition, the landlord may, upon at least 30 days'
- 415 written notice to the tenant, require the tenant to temporarily vacate the dwelling unit for a period not to
- 416 exceed 30 days to a comparable dwelling unit, as selected by the landlord, and at no expense or cost to
- 417 the tenant. For purposes of this subsection, "nonemergency property condition" means (i) a condition in
- 418 the dwelling unit that, in the determination of the landlord, is necessary for the landlord to remedy in
- 419 order for the landlord to be in compliance with § 55-248.13; (ii) the condition does not need to be
- 420 remedied within a 24-hour period, with any condition that needs to be remedied within 24 hours being
- 421 defined as an "emergency condition"; and (iii) the condition can only be effectively remedied by the
- 422 temporary relocation of the tenant pursuant to the provisions of this subsection.
- 423 The tenant shall continue to be responsible for payment of rent under the rental agreement during the

424 period of any temporary relocation. The landlord shall pay all costs of repairs or remediation required to
425 address the property condition. Refusal of the tenant to cooperate with a temporary relocation pursuant
426 to this subsection shall be deemed a breach of the rental agreement, unless the tenant agrees to vacate
427 the unit and terminate the rental agreement within the 30-day notice period.

428 C. The landlord has no other right to access except by court order or that permitted by §§ 55-248.32
429 and 55-248.33 or if the tenant has abandoned or surrendered the premises.

430 D. The tenant may install, within the dwelling unit, new burglary prevention, including chain latch
431 devices approved by the landlord, *carbon monoxide detection devices*, and fire detection devices that the
432 tenant may believe necessary to ensure his safety, provided:

433 1. Installation does no permanent damage to any part of the dwelling unit.

434 2. A duplicate of all keys and instructions of how to operate all devices are given to the landlord.

435 3. Upon termination of the tenancy the tenant shall be responsible for payment to the landlord for
436 reasonable costs incurred for the removal of all such devices and repairs to all damaged areas.

437 § 55-248.31. Noncompliance with rental agreement; monetary penalty.

438 A. Except as provided in this chapter, if there is a material noncompliance by the tenant with the
439 rental agreement or a violation of § 55-248.16 materially affecting health and safety, the landlord may
440 serve a written notice on the tenant specifying the acts and omissions constituting the breach and stating
441 that the rental agreement will terminate upon a date not less than 30 days after receipt of the notice if
442 the breach is not remedied in 21 days, and that the rental agreement shall terminate as provided in the
443 notice.

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

447 C. If the tenant commits a breach which is not remediable, the landlord may serve a written notice
448 on the tenant specifying the acts and omissions constituting the breach and stating that the rental
449 agreement will terminate upon a date not less than 30 days after receipt of the notice. Notwithstanding
450 anything to the contrary contained elsewhere in this chapter, when a breach of the tenant's obligations
451 under this chapter or the rental agreement involves or constitutes a criminal or a willful act, which is not
452 remediable and which poses a threat to health or safety, the landlord may terminate the rental agreement
453 immediately and proceed to obtain possession of the premises. For purposes of this subsection, any
454 illegal drug activity involving a controlled substance, as used or defined by the Drug Control Act
455 (§ 54.1-3400 et seq.), by the tenant, the tenant's authorized occupants, or the tenant's guests or invitees,
456 shall constitute an immediate nonremediable violation for which the landlord may proceed to terminate
457 the tenancy without the necessity of waiting for a conviction of any criminal offense that may arise out
458 of the same actions. In order to obtain an order of possession from a court of competent jurisdiction
459 terminating the tenancy for illegal drug activity or for any other action that involves or constitutes a
460 criminal or willful act, the landlord shall prove any such violations by a preponderance of the evidence.
461 However, where the illegal drug activity is engaged in by a tenant's authorized occupants, or guests or
462 invitees, the tenant shall be presumed to have knowledge of such illegal drug activity unless the
463 presumption is rebutted by a preponderance of the evidence. The initial hearing on the landlord's action
464 for immediate possession of the premises shall be held within 15 calendar days from the date of service
465 on the tenant; however, the court shall order an earlier hearing when emergency conditions are alleged
466 to exist upon the premises which constitute an immediate threat to the health or safety of the other
467 tenants. After the initial hearing, if the matter is scheduled for a subsequent hearing or for a contested
468 trial, the court, to the extent practicable, shall order that the matter be given priority on the court's
469 docket. Such subsequent hearing or contested trial shall be heard no later than 30 days from the date of
470 service on the tenant. During the interim period between the date of the initial hearing and the date of
471 any subsequent hearing or contested trial, the court may afford any further remedy or relief as is
472 necessary to protect the interests of parties to the proceeding or the interests of any other tenant residing
473 on the premises. Failure by the court to hold either of the hearings within the time limits set out herein
474 shall not be a basis for dismissal of the case.

475 D. If the tenant is a victim of family abuse as defined in § 16.1-228 that occurred in the dwelling
476 unit or on the premises and the perpetrator is barred from the dwelling unit pursuant to § 55-248.31:01
477 based upon information provided by the tenant to the landlord, or by a protective order from a court of
478 competent jurisdiction pursuant to § 16.1-253.1, 16.1-279.1, or subsection B of § 20-103, the lease shall
479 not terminate due solely to an act of family abuse against the tenant. However, these provisions shall not
480 be applicable if (i) the tenant fails to provide written documentation corroborating the tenant's status as a
481 victim of family abuse and the exclusion from the dwelling unit of the perpetrator no later than 21 days
482 from the alleged offense or (ii) the perpetrator returns to the dwelling unit or the premises, in violation
483 of a bar notice, and the tenant fails promptly to notify the landlord within 24 hours thereafter that the
484 perpetrator has returned to the dwelling unit or the premises, unless the tenant proves by a

485 preponderance of the evidence that the tenant had no actual knowledge that the perpetrator violated the
 486 bar notice, or it was not possible for the tenant to notify the landlord within 24 hours, in which case the
 487 tenant shall promptly notify the landlord, but in no event more than 7 days thereafter. If the provisions
 488 of this subsection are not applicable, the tenant shall remain responsible for the acts of the other
 489 co-tenants, authorized occupants or guests or invitees pursuant to § 55-248.16, and is subject to
 490 termination of the tenancy pursuant to the lease and this chapter.

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

497 F. If rent is unpaid when due, and the tenant fails to pay rent within five days after written notice is
 498 served on him notifying the tenant of his nonpayment, and of the landlord's intention to terminate the
 499 rental agreement if the rent is not paid within the five-day period, the landlord may terminate the rental
 500 agreement and proceed to obtain possession of the premises as provided in § 55-248.35. If a check for
 501 rent is delivered to the landlord drawn on an account with insufficient funds and the tenant fails to pay
 502 rent within five days after written notice is served on him notifying the tenant of his nonpayment and of
 503 the landlord's intention to terminate the rental agreement if the rent is not paid by cash, cashier's check
 504 or certified check within the five-day period, the landlord may terminate the rental agreement and
 505 proceed to obtain possession of the premises as provided in § 55-248.35. Nothing shall be construed to
 506 prevent a landlord from seeking an award of costs or attorneys' fees under § 8.01-27.1 or civil recovery
 507 under § 8.01-27.2, as a part of other damages requested on the unlawful detainer filed pursuant to
 508 § 8.01-126, *provided the landlord has given notice in accordance with § 55-248.6, which notice may be*
 509 *included in the five-day termination notice provided in accordance with this section.*

510 G. Except as provided in this chapter, the landlord may recover damages and obtain injunctive relief
 511 for any noncompliance by the tenant with the rental agreement or § 55-248.16. The landlord shall be
 512 entitled to recover reasonable attorneys' fees unless the tenant proves by a preponderance of the evidence
 513 that the failure of the tenant to pay rent or vacate the premises was reasonable. If the rental agreement
 514 provides for the payment of reasonable attorneys' fees in the event of a breach of the agreement or
 515 noncompliance by the tenant, the landlord shall be entitled to recover and the court shall award
 516 reasonable attorneys' fees in any action based upon the tenancy in which the landlord prevails, including
 517 but not limited to actions for damages to the dwelling unit or premises, or additional rent, regardless of
 518 any previous action to obtain possession or rent, unless in any such action, the tenant proves by a
 519 preponderance of the evidence that the tenant's failure to pay rent or vacate was reasonable.

520 § 55-248.34:1. Landlord's acceptance of rent with reservation.

521 A. Provided the landlord has given written notice to the tenant that the rent will be accepted with
 522 reservation, the landlord may accept full payment of all rent and receive an order of possession from a
 523 court of competent jurisdiction pursuant to an unlawful detainer action filed under Chapter 13
 524 (§ 8.01-374 et seq.) of Title 8.01. Such notice shall be included in a *written* termination notice given by
 525 the landlord to the tenant in accordance with § 55-248.31 or in a separate written notice given by the
 526 landlord to the tenant within five business days of receipt of the rent. ~~The~~ *Unless the landlord has given*
 527 *such notice in a termination notice in accordance with § 55-248.31, the landlord shall continue to give a*
 528 *separate written notice to the tenant within five business days of receipt of the rent that the landlord*
 529 *continues to accept the rent with reservation in accordance with this section until such time as the*
 530 *violation alleged in the termination notice has been remedied or the matter has been adjudicated in a*
 531 *court of competent jurisdiction. If the dwelling unit is a public housing unit or other housing unit*
 532 *subject to regulation by the Department of Housing and Urban Development, the landlord shall be*
 533 *deemed to have accepted rent with reservation pursuant to this subsection if the landlord gives the*
 534 *tenant the written notice required herein for the portion of the rent paid by the tenant.*

535 B. Subsequent to the entry of an order of possession by a court of competent jurisdiction but prior to
 536 eviction pursuant to § 55-248.38:2, the landlord may accept full payment of any money judgment, award
 537 of attorneys' fees and court costs, and proceed with eviction provided that the landlord has given the
 538 tenant written notice that any such payment would be accepted with reservation and would not constitute
 539 a waiver of the landlord's right to evict the tenant from the dwelling unit. Such notice shall be given in
 540 a separate written notice given by the landlord within five business days of receipt of payment of such
 541 money judgment, attorneys' fees and court costs. *If the dwelling unit is a public housing unit or other*
 542 *housing unit subject to regulation by the Department of Housing and Urban Development, the landlord*
 543 *shall be deemed to have accepted rent with reservation pursuant to this subsection if the landlord gives*
 544 *the tenant the written notice required herein for the portion of the rent paid by the tenant.*

545 C. However, the tenant may pay all rent, late charges, attorneys' fees and court costs at or before the

546 first return date on an action for unlawful detainer, provided the tenant does not invoke such right more
547 than once in a continuous 12-month period in accordance with § 55-243.