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**HOUSE BILL NO. 2080**

Offered January 14, 2009

Prefiled January 13, 2009

*A BILL to amend and reenact §§ 16.1-77, 55-248.13, 55-248.13:3, 55-248.16, 55-248.18:2, 55-248.32, and 55-248.37 of the Code of Virginia and to amend the Code of Virginia by adding a section numbered 55-225.10, relating to the landlord and tenant laws; rights and obligations of tenants.*

Patron—Oder

Referred to Committee for Courts of Justice

**Be it enacted by the General Assembly of Virginia:**

**1. That §§ 16.1-77, 55-248.13, 55-248.13:3, 55-248.16, 55-248.18:2, 55-248.32, and 55-248.37 of the Code of Virginia are amended and reenacted that the Code of Virginia is amended by adding a section number 55-225.10 as follows:**

§ 16.1-77. (Effective July 1, 2009) Civil jurisdiction of general district courts.

Except as provided in Article 5 (§ 16.1-122.1 et seq.) of this chapter, each general district court shall have, within the limits of the territory it serves, civil jurisdiction as follows:

(1) Exclusive original jurisdiction of any claim to specific personal property or to any debt, fine or other money, or to damages for breach of contract or for injury done to property, real or personal, or for any injury to the person that would be recoverable by action at law or suit in equity, when the amount of such claim does not exceed \$4,500 exclusive of interest and any attorney's fees contracted for in the instrument, and concurrent jurisdiction with the circuit courts having jurisdiction in such territory of any such claim when the amount thereof exceeds \$4,500 but does not exceed \$15,000, exclusive of interest and any attorney's fees contracted for in the instrument. However, this \$15,000 limit shall not apply with respect to distress warrants under the provisions of § 55-230, cases involving liquidated damages for violations of vehicle weight limits pursuant to § 46.2-1135, nor cases involving forfeiture of a bond pursuant to § 19.2-143.

(2) Jurisdiction to try and decide attachment cases when the amount of the plaintiff's claim does not exceed \$15,000 exclusive of interest and any attorney's fees contracted for in the instrument.

(3) Jurisdiction of actions of unlawful entry or detainer as provided in Article 13 (§ 8.01-124 et seq.) of Chapter 3 of Title 8.01, and in Chapter 13 (§ 55-217 et seq.) of Title 55, and the maximum jurisdictional limits prescribed in subdivision (1) shall not apply to any claim, counter-claim or cross-claim in an *unlawful detainer* action that includes a claim for damages sustained or rent against any person obligated on the lease proved to be owing where the premises were used by the occupant primarily for business, commercial or agricultural purposes. Any counter-claim or cross-claim shall arise out of the same use of the property for business, commercial or agricultural purposes.

(4) Except where otherwise specifically provided, all jurisdiction, power and authority over any civil action or proceeding conferred upon any general district court judge or magistrate under or by virtue of any provisions of the Code of Virginia.

(5) Jurisdiction to try and decide suits in interpleader involving personal property where the amount of money or value of the property is not more than the maximum jurisdictional limits of the general district court. The action shall be brought in accordance with the procedures for interpleader as set forth in § 8.01-364. However, the general district court shall not have any power to issue injunctions. Actions in interpleader may be brought by either the stakeholder or any of the claimants. The initial pleading shall be either by motion for judgment or by warrant in debt. The initial pleading shall briefly set forth the circumstances of the claim and shall name as defendant all parties in interest who are not parties plaintiff.

(6) Jurisdiction to try and decide any cases pursuant to § 2.2-3713 of the Virginia Freedom of Information Act (§ 2.2-3700 et seq.) or § 2.2-3809 of the Government Data Collection and Dissemination Practices Act, for writs of mandamus or for injunctions.

(7) Concurrent jurisdiction with the circuit courts having jurisdiction in such territory to adjudicate habitual offenders pursuant to the provisions of Article 9 (§ 46.2-355.1 et seq.) of Chapter 3 of Title 46.2.

(8) Jurisdiction to try and decide cases alleging a civil violation described in § 18.2-76.

§ 55-225.10. Notice to tenant in event of foreclosure.

*The landlord shall give written notice to the tenant of a mortgage default, notice of mortgage acceleration, or notice of foreclosure sale relative to the loan on the dwelling unit within five business days after written notice from the lender is received by the landlord. This requirement shall not apply*

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HB2080

59 (i) to any managing agent who does not receive a copy of such written notice from the lender or (ii) if  
60 the tenant provides a copy of the written notice from the lender to the landlord or the managing agent.

61 § 55-248.13. Landlord to maintain fit premises.

62 A. The landlord shall:

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

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

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

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

72 5. Maintain the premises in such a condition as to prevent the accumulation of moisture and the  
73 growth of mold, and to promptly respond to any notices from a tenant as provided in subdivision A 9  
74 10 of § 55-248.16;

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

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

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

85 C. If the duty imposed by subdivision 1 of subsection A is greater than any duty imposed by any  
86 other subdivision of that subsection, the landlord's duty shall be determined by reference to subdivision  
87 1 of subsection A.

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

93 § 55-248.13:3. Notice to tenants for pesticide use.

94 A. The landlord shall give written notice to the tenant no less than forty-eight hours prior to his  
95 application of a *an insecticide or pesticide* in the tenant's dwelling unit unless the tenant agrees to a  
96 shorter notification period. If a tenant requests the application of the *insecticide or pesticide*, the  
97 forty-eight-hour notice is not required. Tenants who have concerns about specific *insecticides or*  
98 *pesticides* shall notify the landlord in writing no less than twenty-four hours before the scheduled  
99 *insecticide or pesticide* application. *The tenant shall prepare the dwelling unit for the application of*  
100 *insecticides or pesticides in accordance with any written instructions of the landlord, and if insects or*  
101 *pests are found to be present, to follow any written instructions of the landlord to eliminate the insects*  
102 *or pests following the application of insecticides or pesticides.*

103 B. In addition, the landlord shall post notice of all *insecticide or pesticide* applications in ~~or upon the~~  
104 ~~premises, excluding~~ *areas of the premises other than the dwelling units*. Such notice shall consist of  
105 conspicuous signs placed in or upon such premises where the *insecticide or pesticide* will be applied at  
106 least forty-eight hours prior to the application.

107 § 55-248.16. Tenant to maintain dwelling unit.

108 A. In addition to the provisions of the rental agreement, the tenant shall:

109 1. Comply with all obligations primarily imposed upon tenants by applicable provisions of building  
110 and housing codes materially affecting health and safety;

111 2. Keep that part of *the dwelling unit and the part* of the premises that he occupies and uses as clean  
112 and safe as the condition of the premises permit;

113 3. *Keep that part of the dwelling unit and the part of the premises that he occupies free from insects*  
114 *and pests, as those terms are defined in § 3.2-3900, and to promptly notify the landlord of the existence*  
115 *of any insects or pests;*

116 4. Remove from his dwelling unit all ashes, garbage, rubbish and other waste in a clean and safe  
117 manner and in the appropriate receptacles provided by the landlord pursuant to § 55-258.13, if such  
118 disposal is on the premises;

119 4.5. Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition  
120 permits;

5-6. Use in a reasonable manner all utilities and all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances including elevators in the premises, and keep all utility services paid for by the tenant to the utility service provider or its agent on at all times during the term of the rental agreement;

6-7. Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or permit any person to do so whether known by the tenant or not;

7-8. Not remove or tamper with a properly functioning smoke detector installed by the landlord, including removing any working batteries, so as to render the detector inoperative;

8-9. Not remove or tamper with a properly functioning carbon monoxide detector installed by the landlord, including removing any working batteries, so as to render the carbon monoxide detector inoperative;

9-10. Use reasonable efforts to maintain the dwelling unit and any other part of the premises that he occupies in such a condition as to prevent accumulation of moisture and the growth of mold, and to promptly notify the landlord of any moisture accumulation that occurs or of any visible evidence of mold discovered by the tenant;

10-11. Be responsible for his conduct and the conduct of other persons on the premises with his consent whether known by the tenant or not, to ensure that his neighbors' peaceful enjoyment of the premises will not be disturbed; and

11-12. Abide by all reasonable rules and regulations imposed by the landlord pursuant to § 55-248.17.

B. If the duty imposed by subdivision 1 of subsection A is greater than any duty imposed by any other subdivision of that subsection, the tenant's duty shall be determined by reference to subdivision 1.

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

Where a mold condition in the dwelling unit materially affects the health or safety of any tenant or authorized occupant, the landlord may require the tenant to temporarily vacate the dwelling unit in order for the landlord to perform mold remediation in accordance with professional standards as defined in § 55-248.4 for a period not to exceed 30 days. The landlord shall provide the tenant with either (a) a comparable dwelling unit, as selected by the landlord, at no expense or cost to the tenant, or (b) a hotel room, at no expense or cost to the tenant. The tenant shall continue to be responsible for payment of rent under the rental agreement during the period of any temporary relocation. The landlord shall pay all costs of the mold remediation *unless the mold is a result of the tenant's failure to comply with § 55-248.16.*

§ 55-248.32. Remedy by repair, etc.; emergencies.

If there is a violation by the tenant of § 55-248.16 or the rental agreement materially affecting health and safety that can be remedied by repair, replacement of a damaged item or cleaning, ~~and the tenant fails to comply within fourteen days after written notice by the landlord shall send a written notice to the tenant specifying the breach and requesting that the tenant remedy it within that period of time, stating that the landlord may will enter the premises, cause dwelling unit and perform the work to be done in a workmanlike manner, and submit an itemized bill for the actual and reasonable cost of the fair and reasonable value thereof therefor to the tenant, which shall be due as rent on the next rent due date when periodic rent is due, or if the rental agreement has terminated, for immediate payment.~~

In case of emergency the landlord may, as promptly as conditions require, enter the ~~premises, cause dwelling unit, perform the work to be done~~ in a workmanlike manner, and submit an itemized bill for the actual and reasonable cost ~~of the fair and reasonable value thereof therefor to the tenant, which shall be due as rent on the next rent due date when periodic rent is due, or if the rental agreement has terminated, for immediate payment.~~

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

§ 55-248.37. Periodic tenancy; holdover remedies.

A. The landlord or the tenant may terminate a week-to-week tenancy by serving a written notice on the other at least seven days prior to the next rent due date. The landlord or the tenant may terminate a month-to-month tenancy by serving a written notice on the other at least 30 days prior to the next rent due date.

B. If the tenant remains in possession without the landlord's consent after expiration of the term of the rental agreement or its termination, the landlord may bring an action for possession and may also recover actual damages, reasonable attorneys' fees, and court costs, unless the tenant proves by a preponderance of the evidence that the failure of the tenant to vacate the dwelling unit as of the termination date was reasonable. The landlord may include in the rental agreement a liquidated damage penalty; ~~not to exceed an amount equal to the per diem of the monthly rent, for each day the tenant remains in the dwelling unit after the termination date specified in the landlord's notice. If the landlord~~

182 consents to the tenant's continued occupancy, § 55-248.7 applies.

183 C. In the event of termination of a rental agreement and the tenant remains in possession with the  
184 agreement of the landlord either as a hold-over tenant or a month-to-month tenant and no new rental  
185 agreement is entered into, the terms of the terminated agreement shall remain in effect and govern the  
186 hold-over or month-to-month tenancy, except that the amount of rent shall be either as provided in the  
187 terminated rental agreement or the amount set forth in a written notice to the tenant, provided that such  
188 new rent amount shall not take effect until the next rent due date coming 30 days after the notice.