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**HOUSE BILL NO. 735**

Offered January 13, 2016

Prefiled January 12, 2016

A *BILL to amend and reenact §§ 55-225.9, 55-237.1, 55-248.3:1, 55-248.4, 55-248.5, 55-248.9, 55-248.9:1, 55-248.11:1, 55-248.16, 55-248.18, 55-248.18:1, 55-248.18:2, and 55-248.24 of the Code of Virginia, relating to landlord and tenant laws.*

Patron—Miller

Referred to Committee on General Laws

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

**1. That §§ 55-225.9, 55-237.1, 55-248.3:1, 55-248.4, 55-248.5, 55-248.9, 55-248.9:1, 55-248.11:1, 55-248.16, 55-248.18, 55-248.18:1, 55-248.18:2, and 55-248.24 of the Code of Virginia are amended and reenacted as follows:**

**§ 55-225.9. Relocation of tenant where mold remediation needs to be performed in the dwelling unit.**

Where a mold condition in a 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 § 55-225.8 for a period not to exceed 30 days. The landlord shall provide the tenant with either (i) a comparable dwelling unit, as selected by the landlord, at no expense or cost to the tenant, or (ii) a hotel room, as selected by the landlord, 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 and for the remainder of the term of the rental agreement following the remediation. Nothing in this section shall be construed as entitling the tenant to a termination of a tenancy where or when the landlord has remediated a mold condition in accordance with professional standards as defined in § 55-225.8. The landlord shall pay all costs of the *relocation and the* mold remediation, unless the tenant is at fault for the mold condition.

**§ 55-237.1. Authority of sheriffs to store and sell personal property removed from premises; recovery of possession by owner; disposition or sale.**

Notwithstanding the provisions of § 8.01-156, when personal property is removed from any leased or rented commercial or residential premises pursuant to an action of unlawful detainer or ejection, or pursuant to any other action in which personal property is removed from the premises in order to restore such premises to the person entitled thereto, the sheriff shall oversee the removal of such personal property to be placed into the public way. The tenant shall have the right to remove his personal property from the public way during the 24-hour period after eviction. Upon the expiration of the 24-hour period after eviction, the landlord shall remove, or dispose of, any such personal property remaining in the public way.

At the landlord's request, any personal property removed pursuant to this section shall be placed into a storage area designated by the landlord, which may be the leased or rented premises. The tenant shall have the right to remove his personal property from the landlord's designated storage area at reasonable times during the 24 hours after eviction from the premises or at such other reasonable times until the landlord has disposed of the property as provided herein. During that 24-hour period and until the landlord disposes of the remaining personal property of the tenant, the landlord and the sheriff shall not have any liability for the loss of such personal property. If the landlord fails to allow reasonable access to the tenant to remove his personal property as provided herein, the tenant shall have a right to injunctive relief and such other relief as may be provided by law.

Any property remaining in the landlord's storage area upon the expiration of the 24-hour period after eviction may be disposed of by the landlord as the landlord sees fit or appropriate. If the landlord receives any funds from any sale of such remaining property, the landlord shall pay such funds to the account of the tenant and apply same to any amounts due the landlord by the tenant, including the reasonable costs incurred by the landlord in the eviction process described in this section or the reasonable costs incurred by the landlord in selling or storing such property. If any funds are remaining after application, the remaining funds shall be treated as security deposit under applicable law.

The notice posted by the sheriff setting the date and time of the eviction, pursuant to § 8.01-470, shall provide notice to the tenant of the rights afforded to tenants in this section and shall include in the notice a copy of this statute attached to, or made a part of, this notice.

*Subject to applicable householder exemptions set forth in Title 34, nothing herein shall affect the*

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59 *right of a landlord with respect to an inchoate or perfected lien of a landlord on the personal property*  
60 *of a tenant of any leased or rented commercial or residential premises. Further, nothing herein shall*  
61 *affect the right of such landlord to distress, levy, and seize such personal property as otherwise*  
62 *provided by law.*

63 **§ 55-248.3:1. Applicability of chapter.**

64 This chapter shall apply to all rental agreements entered into on or after July 1, 1974, which are not  
65 exempted pursuant to § 55-248.5, and all provisions thereof shall apply to all jurisdictions in the  
66 Commonwealth and may not be waived or otherwise modified, in whole or in part, by the governing  
67 body of any locality, its boards and commissions or other instrumentalities, or by the courts of the  
68 Commonwealth. *Notwithstanding any other provision of law, the provisions applicable to dwelling units*  
69 *in Chapter 13 (§ 55-217 et seq.) shall not apply to dwelling units subject to this chapter. The remainder*  
70 *of the provisions of Chapter 13 (§ 55-217 et seq.) that are not applicable to dwelling units may be*  
71 *applicable to dwelling units subject to this chapter in the absence of a provision in this chapter to the*  
72 *contrary.*

73 **§ 55-248.4. Definitions.**

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

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

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

81 "Application fee" means any nonrefundable fee, which is paid by a tenant to a landlord or managing  
82 agent for the purpose of being considered as a tenant for a dwelling unit. An application fee shall not  
83 exceed \$50, exclusive of any actual out-of-pocket expenses paid by the landlord to a third party  
84 performing background, credit, or other pre-occupancy checks on the applicant. However, where an  
85 application is being made for a dwelling unit which is a public housing unit or other housing unit  
86 subject to regulation by the Department of Housing and Urban Development, an application fee shall not  
87 exceed \$32, exclusive of any actual out-of-pocket expenses paid to a third party by the landlord  
88 performing background, credit, or other pre-occupancy checks on the applicant.

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

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

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

97 "Commencement date of rental agreement" means the date upon which the tenant is entitled to  
98 occupy the dwelling unit as a tenant.

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

101 "Effective date of rental agreement" means the date upon which the rental agreement is signed by the  
102 landlord and the tenant obligating each party to the terms and conditions of the rental agreement.

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

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

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

108 "Interior of the dwelling unit" means the inside of the dwelling unit, consisting of interior walls,  
109 floor, and ceiling, that enclose the dwelling unit as conditioned space from the outside air.

110 "Landlord" means the owner, lessor or sublessor of the dwelling unit or the building of which such  
111 dwelling unit is a part. "Landlord" also includes a managing agent of the premises who fails to disclose  
112 the name of such owner, lessor or sublessor. Such managing agent shall be subject to the provisions of  
113 § 16.1-88.03. Landlord shall not, however, include a community land trust as defined in § 55-221.1.

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

116 "Mold remediation in accordance with professional standards" means mold remediation of that  
117 portion of the dwelling unit or premises affected by mold, or any personal property of the tenant  
118 affected by mold, performed consistent with guidance documents published by the United States  
119 Environmental Protection Agency, the U.S. Department of Housing and Urban Development, the  
120 American Conference of Governmental Industrial Hygienists (the Bioaerosols Manual), Standard

121 Reference Guides of the Institute of Inspection, Cleaning and Restoration for Water Damage Restoration  
122 and Professional Mold Remediation, or any protocol for mold remediation prepared by an industrial  
123 hygienist consistent with said guidance documents.

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

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

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

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

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

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

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

150 "Processing fee for payment of rent with bad check" means the processing fee specified in the rental  
151 agreement, not to exceed \$50, assessed by a landlord against a tenant for payment of rent with a check  
152 drawn by the tenant on which payment has been refused by the payor bank because the drawer had no  
153 account or insufficient funds.

154 "Readily accessible" means areas within the interior of the dwelling unit available for observation at  
155 the time of the move-in inspection that do not require removal of materials, personal property,  
156 equipment or similar items.

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

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

162 "Rental application" means the written application or similar document used by a landlord to  
163 determine if a prospective tenant is qualified to become a tenant of a dwelling unit. A landlord may  
164 charge an application fee as provided in this chapter and may request a prospective tenant to provide  
165 information that will enable the landlord to make such determination. The landlord may photocopy each  
166 applicant's driver's license or other similar photo identification, containing either the applicant's social  
167 security number or control number issued by the Department of Motor Vehicles pursuant to § 46.2-342.  
168 However, a landlord shall not photocopy a U.S. government-issued identification so long as to do so is a  
169 violation of Title 18 U.S.C. Part I, Chapter 33, § 701. The landlord may require that each applicant  
170 provide a social security number issued by the U.S. Social Security Administration or an individual  
171 taxpayer identification number issued by the U.S. Internal Revenue Service, for the purpose of  
172 determining whether each applicant is eligible to become a tenant in the landlord's dwelling unit.

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

177 "Security deposit" means any refundable deposit of money that is furnished by a tenant to a landlord  
178 to secure the performance of the terms and conditions of a rental agreement, as a security for damages  
179 to the leased premises, or as a pet deposit. However, such money shall be deemed an application deposit  
180 until the commencement date of the rental agreement. Security deposit shall not include a damage  
181 insurance policy or renter's insurance policy as those terms are defined in § 55-248.7:2 purchased by a

182 landlord to provide coverage for a tenant.

183 "Single-family residence" means a structure, other than a multi-family residential structure,  
184 maintained and used as a single dwelling unit, *condominium unit*, or any *other* dwelling unit ~~which that~~  
185 has direct access to a street or thoroughfare and shares neither heating facilities, hot water equipment,  
186 nor any other essential facility or service with any other dwelling unit.

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

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

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

195 *A tenant may request copies of their tenant records pursuant to § 55-248.9:1.*

196 "Utility" means electricity, natural gas, water and sewer provided by a public service corporation or  
197 such other person providing utility services as permitted under § 56-1.2. If the rental agreement so  
198 provides, a landlord may use submetering equipment or energy allocation equipment as defined in  
199 § 56-245.2, or a ratio utility billing system as defined in § 55-226.2.

200 "Visible evidence of mold" means the existence of mold in the dwelling unit that is visible to the  
201 naked eye by the landlord or tenant in areas within the interior of the dwelling unit readily accessible at  
202 the time of the move-in inspection.

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

209 **§ 55-248.5. Exemptions; exception to exemption; application of chapter to certain occupants.**

210 A. Except as specifically made applicable by § 55-248.21:1, the following conditions are not  
211 governed by this chapter:

212 1. Residence at a public or private institution, if incidental to detention or the provision of medical,  
213 geriatric, educational, counseling, religious or similar services;

214 2. Occupancy under a contract of sale of a dwelling unit or the property of which it is a part, if the  
215 occupant is the purchaser or a person who succeeds to his interest;

216 3. Occupancy by a member of a fraternal or social organization in the portion of a structure operated  
217 for the benefit of the organization;

218 4. Occupancy in a hotel, motel, extended stay facility, vacation residential facility, boardinghouse, or  
219 similar lodging as provided in subsection B;

220 5. Occupancy by an employee of a landlord whose right to occupancy is conditioned upon  
221 employment in and about the premises or an ex-employee whose occupancy continues less than sixty  
222 days;

223 6. Occupancy by an owner of a condominium unit or a holder of a proprietary lease in a cooperative;

224 7. Occupancy under a rental agreement covering premises used by the occupant primarily in  
225 connection with business, commercial or agricultural purposes;

226 8. Occupancy in a public housing unit or other housing unit subject to regulation by the Department  
227 of Housing and Urban Development where such regulation is inconsistent with this chapter;

228 9. Occupancy by a tenant who pays no rent;

229 10. Occupancy in single-family residences *located in Virginia* where the owners are natural persons  
230 or their estates who own in their own name no more than two single-family residences subject to a  
231 rental agreement; and

232 11. Occupancy in a campground as defined in § 35.1-1.

233 B. A guest who is an occupant in a hotel, motel, extended stay facility, vacation residential facility,  
234 boardinghouse, or similar lodging shall not be construed to be a tenant living in a dwelling unit if such  
235 person does not reside in such lodging as his primary residence. Such guest shall be exempt from this  
236 chapter and the innkeeper or property owner, or agent thereof, shall have the right to use self-help  
237 eviction under Virginia law, without the necessity of the filing of an unlawful detainer action in a court  
238 of competent jurisdiction and the execution of a writ of possession issued pursuant thereto, which would  
239 otherwise be required under this chapter. For purposes of this chapter, a hotel, motel, extended stay  
240 facility, vacation residential facility, boardinghouse, or similar transient lodging shall be exempt from the  
241 provisions of this chapter if overnight sleeping accommodations are furnished to a person for  
242 consideration if such person does not reside in such lodging as his primary residence.

243 C. If a person resides in a hotel, motel, extended stay facility, vacation residential facility,

244 boardinghouse, or similar transient lodging as his primary residence for fewer than 90 consecutive days,  
 245 such lodging shall not be subject to the provisions of this chapter. However, the owner of such lodging  
 246 establishment shall give a five-day written notice of nonpayment to a person residing in such lodging  
 247 and, upon the expiration of the five-day period specified in the notice, may exercise self-help eviction if  
 248 payment in full has not been received.

249 D. If a person resides in a hotel, motel, extended stay facility, vacation residential facility,  
 250 boardinghouse, or similar transient lodging as their primary residence for more than 90 consecutive days  
 251 or is subject to a written lease for more than 90 days, such lodging shall be subject to the provisions of  
 252 this chapter.

253 E. Notwithstanding the provisions of subsection A, the landlord may specifically provide for the  
 254 applicability of the provisions of this chapter in the rental agreement.

255 **§ 55-248.9. Prohibited provisions in rental agreements.**

256 A. A rental agreement shall not contain provisions that the tenant:

257 1. Agrees to waive or forego rights or remedies under this chapter;

258 2. Agrees to waive or ~~forego~~ *forgo* rights or remedies pertaining to the 120-day conversion or  
 259 rehabilitation notice required in the Condominium Act (§ 55-79.39 et seq.), the Virginia Real Estate  
 260 Cooperative Act (§ 55-424 et seq.) or Chapter 13 (§ 55-217 et seq.) ~~of this title~~, *except where the tenant*  
 261 *is on a month-to-month lease pursuant to § 55-522;*

262 3. Authorizes any person to confess judgment on a claim arising out of the rental agreement;

263 4. Agrees to pay the landlord's attorney's fees except as provided in this chapter;

264 5. Agrees to the exculpation or limitation of any liability of the landlord to the tenant arising under  
 265 law or to indemnify the landlord for that liability or the costs connected therewith;

266 6. Agrees as a condition of tenancy in public housing to a prohibition or restriction of any lawful  
 267 possession of a firearm within individual dwelling units unless required by federal law or regulation; or

268 7. Agrees to both the payment of a security deposit and the provision of a bond or commercial  
 269 insurance policy purchased by the tenant to secure the performance of the terms and conditions of a  
 270 rental agreement, if the total of the security deposit and the bond or insurance premium exceeds the  
 271 amount of two months' periodic rent.

272 B. A provision prohibited by subsection A included in a rental agreement is unenforceable. If a  
 273 landlord brings an action to enforce any of the prohibited provisions, the tenant may recover actual  
 274 damages sustained by him and reasonable attorney's fees.

275 **§ 55-248.9:1. Confidentiality of tenant records.**

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

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

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

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

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

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

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

288 7. The information is requested by a local commissioner of the revenue in accordance with  
 289 § 58.1-3901;

290 8. The information is requested by a contract purchaser of the landlord's property; provided the  
 291 contract purchaser agrees in writing to maintain the confidentiality of such information;

292 9. The information is requested by a lender of the landlord for financing or refinancing of the  
 293 property;

294 10. The information is requested by the commanding officer, military housing officer, or military  
 295 attorney of the tenant;

296 11. The third party is the landlord's attorney *or the landlord's collection agency*;

297 12. The information is otherwise provided in the case of an emergency; ~~or~~

298 13. The information is requested by the landlord to be provided to the managing agent, or a  
 299 successor to the managing agent; *or*

300 14. *The information is provided by the landlord or managing agent to a third party providing*  
 301 *background screening or credit reporting services to such landlord or managing agent.*

302 B. A tenant may designate a third party to receive duplicate copies of a summons that has been  
 303 issued pursuant to § 8.01-126 and of written notices from the landlord relating to the tenancy. Where  
 304 such a third party has been designated by the tenant, the landlord shall mail the duplicate copy of any

305 summons issued pursuant to § 8.01-126 or notice to the designated third party at the same time the  
 306 summons or notice is mailed to or served upon the tenant. Nothing in this subsection shall be construed  
 307 to grant standing to any third party designated by the tenant to challenge actions of the landlord in  
 308 which notice was mailed pursuant to this subsection. The failure of the landlord to give notice to a third  
 309 party designated by the tenant shall not affect the validity of any judgment entered against the tenant.

310 C. A landlord or managing agent may enter into an agreement with a third-party service provider to  
 311 maintain tenant records in electronic form or other medium. In such case, the landlord and managing  
 312 agent shall not be liable under this section in the event of a breach of the electronic data of such  
 313 third-party service provider, except in the case of gross negligence or intentional act. Nothing herein  
 314 shall be construed to require a landlord or managing agent to indemnify such third-party service  
 315 provider.

316 D. *A tenant may request a copy of his tenant records in paper or electronic form. If the rental*  
 317 *agreement so provides, a landlord may charge a tenant requesting more than one copy of his records*  
 318 *the actual costs of preparing copies of such records. However, if the landlord makes available tenant*  
 319 *records to each tenant by electronic portal, the tenant shall not be required to pay for access to such*  
 320 *portal.*

321 **§ 55-248.11:1. Inspection of premises.**

322 The landlord shall, within five days after occupancy of a dwelling unit, submit a written report to the  
 323 tenant, for his safekeeping, itemizing damages to the dwelling unit existing at the time of occupancy,  
 324 which record shall be deemed correct unless the tenant objects thereto in writing within five days after  
 325 receipt thereof. The landlord may adopt a written policy allowing the tenant to prepare the written report  
 326 of the move-in inspection, in which case the tenant shall submit a copy to the landlord, which record  
 327 shall be deemed correct unless the landlord objects thereto in writing within five days after receipt  
 328 thereof. Such written policy adopted by the landlord may also provide for the landlord and the tenant to  
 329 prepare the written report of the move-in inspection jointly, in which case both the landlord and the  
 330 tenant shall sign the written report and receive a copy thereof, at which time the inspection record shall  
 331 be deemed correct. *If any damages are reflected on the written report, a landlord is not required to*  
 332 *make repairs to address such damages unless required to do so under § 55-248.11:2 or 55-248.13.*

333 **§ 55-248.16. Tenant to maintain dwelling unit.**

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

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

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

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

342 4. Remove from his dwelling unit all ashes, garbage, rubbish and other waste in a clean and safe  
 343 manner and in the appropriate receptacles provided by the landlord pursuant to § 55-248.13, if such  
 344 disposal is on the premises;

345 5. Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition  
 346 permits;

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

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

353 8. Not remove or tamper with a properly functioning smoke detector installed by the landlord,  
 354 including removing any working batteries, so as to render the detector inoperative and shall maintain the  
 355 smoke detector in accordance with the uniform set of standards for maintenance of smoke detectors  
 356 established in the Uniform Statewide Building Code (§ 36-97 et seq.);

357 9. Not remove or tamper with a properly functioning carbon monoxide alarm installed by the  
 358 landlord, including removing any working batteries, so as to render the carbon monoxide detector  
 359 inoperative *and shall maintain the carbon monoxide alarm in accordance with the uniform set of*  
 360 *standards for maintenance of carbon monoxide alarms established in the Uniform Statewide Building*  
 361 *Code (§ 36-97 et seq.);*

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

366 11. Not paint or disturb painted surfaces or make alterations in the dwelling unit without the prior

367 written approval of the landlord provided (i) the dwelling unit was constructed prior to 1978 and  
 368 therefore requires the landlord to provide the tenant with lead-based paint disclosures and (ii) the  
 369 landlord has provided the tenant with such disclosures and the rental agreement provides that the tenant  
 370 is required to obtain the landlord's prior written approval before painting, disturbing painted surfaces or  
 371 making alterations in the dwelling unit;

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

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

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

378 **§ 55-248.18. Access; consent; correction of nonemergency conditions; relocation of tenant.**

379 A. The tenant shall not unreasonably withhold consent to the landlord to enter into the dwelling unit  
 380 in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or  
 381 improvements, supply necessary or agreed services or exhibit the dwelling unit to prospective or actual  
 382 purchasers, mortgagees, tenants, workmen or contractors. *If, upon inspection of a dwelling unit, the*  
 383 *landlord determines that repairs are necessary, the landlord shall make such repairs and send the*  
 384 *tenant an invoice for payment pursuant to § 55-248.32. If, upon inspection of the dwelling unit, the*  
 385 *landlord discovers a violation of the rental agreement, this chapter, or other applicable law, the*  
 386 *landlord may send a written notice of termination pursuant to § 55-248.31. If a tenant declines to permit*  
 387 *the landlord or managing agent to exhibit the dwelling unit for sale or lease, the landlord may recover*  
 388 *damages, costs, and reasonable attorney fees against such tenant.*

389 The landlord may enter the dwelling unit without consent of the tenant in case of emergency. The  
 390 landlord shall not abuse the right of access or use it to harass the tenant. Except in case of emergency  
 391 or if it is impractical to do so, the landlord shall give the tenant notice of his intent to enter and may  
 392 enter only at reasonable times. Unless impractical to do so, the landlord shall give the tenant at least  
 393 24-hours' notice of routine maintenance to be performed that has not been requested by the tenant. If the  
 394 tenant makes a request for maintenance, the landlord is not required to provide notice to the tenant.

395 B. Upon the sole determination by the landlord of the existence of a nonemergency property  
 396 condition in the dwelling unit that requires the tenant to temporarily vacate the dwelling unit in order  
 397 for the landlord to properly remedy such property condition, the landlord may, upon at least 30 days'  
 398 written notice to the tenant, require the tenant to temporarily vacate the dwelling unit for a period not to  
 399 exceed 30 days to a comparable dwelling unit, as selected by the landlord, and at no expense or cost to  
 400 the tenant. The landlord and tenant may agree for the tenant to temporarily vacate the dwelling unit in  
 401 less than 30 days. For purposes of this subsection, "nonemergency property condition" means (i) a  
 402 condition in the dwelling unit that, in the determination of the landlord, is necessary for the landlord to  
 403 remedy in order for the landlord to be in compliance with § 55-248.13; (ii) the condition does not need  
 404 to be remedied within a 24-hour period, with any condition that needs to be remedied within 24 hours  
 405 being defined as an "emergency condition"; and (iii) the condition can only be effectively remedied by  
 406 the temporary relocation of the tenant pursuant to the provisions of this subsection.

407 The tenant shall continue to be responsible for payment of rent under the rental agreement during the  
 408 period of any temporary relocation. The landlord shall pay all costs of repairs or remediation required to  
 409 address the property condition. Refusal of the tenant to cooperate with a temporary relocation pursuant  
 410 to this subsection shall be deemed a breach of the rental agreement, unless the tenant agrees to vacate  
 411 the unit and terminate the rental agreement within the 30-day notice period. If the landlord properly  
 412 remedies the nonemergency property condition within the 30-day period, nothing herein shall be  
 413 construed to entitle the tenant to terminate the rental agreement. Further, nothing herein shall be  
 414 construed to limit the landlord from taking legal action against the tenant for any noncompliance that  
 415 occurs during the period of any temporary relocation pursuant to this section.

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

418 D. The tenant may install, within the dwelling unit, new burglary prevention, including chain latch  
 419 devices approved by the landlord, and fire detection devices, that the tenant may believe necessary to  
 420 ensure his safety, provided:

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

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

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

425 E. Upon written request of the tenant, the landlord shall install a carbon monoxide alarm in the  
 426 tenant's dwelling unit within 90 days of such request and may charge the tenant a reasonable fee to  
 427 recover the costs of such installation. The landlord's installation of a carbon monoxide alarm shall be in

428 compliance with the Uniform Statewide Building Code.

429 **§ 55-248.18:1. Access following entry of certain court orders.**

430 A. A tenant who has obtained an order from a court of competent jurisdiction pursuant to  
431 § 16.1-279.1 or subsection B of § 20-103 granting such tenant possession of the premises to the  
432 exclusion of one or more co-tenants or authorized occupants may provide the landlord with a copy of  
433 that court order and request that the landlord either (i) install a new lock or other security devices on the  
434 exterior doors of the dwelling unit at the landlord's actual cost or (ii) permit the tenant to do so,  
435 provided:

436 1. Installation of the new lock or security devices does no permanent damage to any part of the  
437 dwelling unit; and

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

440 Upon termination of the tenancy, the tenant shall be responsible for payment to the landlord of the  
441 reasonable costs incurred for the removal of all such devices installed and repairs to all damaged areas.

442 B. A landlord who has received a copy of a court order in accordance with subsection A shall not  
443 provide copies of any keys to the dwelling unit to any person excluded from the premises by such  
444 order.

445 C. This section shall not apply when the court order excluding a person was issued *ex parte*.

446 **§ 55-248.18:2. Relocation of tenant where mold remediation needs to be performed in the**  
447 **dwelling unit.**

448 Where a mold condition in the dwelling unit materially affects the health or safety of any tenant or  
449 authorized occupant, the landlord may require the tenant to temporarily vacate the dwelling unit in order  
450 for the landlord to perform mold remediation in accordance with professional standards as defined in  
451 § 55-248.4 for a period not to exceed 30 days. The landlord shall provide the tenant with either (i) a  
452 comparable dwelling unit, as selected by the landlord, at no expense or cost to the tenant, or (ii) a hotel  
453 room, at no expense or cost to the tenant. The tenant shall continue to be responsible for payment of  
454 rent under the rental agreement during the period of any temporary relocation and for the remainder of  
455 the term of the rental agreement following the remediation. Nothing in this section shall be construed as  
456 entitling the tenant to a termination of a tenancy where or when the landlord has remediated a mold  
457 condition in accordance with professional standards as defined in § 55-248.4. The landlord shall pay all  
458 costs of the *relocation and the* mold remediation, unless the mold is a result of the tenant's failure to  
459 comply with § 55-248.16.

460 **§ 55-248.24. Fire or casualty damage.**

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

468 The landlord may terminate the rental agreement by giving the tenant 14 days' notice of his intention  
469 to terminate the rental agreement based upon the landlord's determination that such damage requires the  
470 removal of the tenant and the use of the premises is substantially impaired, in which case the rental  
471 agreement terminates as of the expiration of the notice period.

472 If the rental agreement is terminated, the landlord shall return all security deposits in accordance with  
473 § 55-248.15:1 and prepaid rent, plus accrued interest, recoverable by law unless the landlord reasonably  
474 believes that the tenant, tenant's guests, invitees or authorized occupants were the cause of the damage  
475 or casualty, in which case the landlord shall account to the tenant for the security and prepaid rent, plus  
476 accrued interest based upon the damage or casualty, *and may recover actual damages sustained pursuant*  
477 *to § 55-248.35*. Accounting for rent in the event of termination or apportionment shall be made as of the  
478 date of the casualty.