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HOUSE BILL NO. 735**AMENDMENT IN THE NATURE OF A SUBSTITUTE**(Proposed by the House Committee on General Laws
on February 11, 2016)

(Patron Prior to Substitute—Delegate Miller)

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

Be it enacted by the General Assembly of Virginia:

1. That §§ 55-225.9, 55-237.1, 55-248.4, 55-248.5, 55-248.9, 55-248.9:1, 55-248.11:1, 55-248.16, 55-248.18, 55-248.18:2, 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 ejectment, 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.

Nothing herein shall affect the right of a landlord to enforce an inchoate or perfected lien of the landlord on the personal property of a tenant of any leased or rented commercial or residential premises to distress, levy, and seize such personal property as otherwise provided by law.

§ 55-248.4. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

96 "Landlord" means the owner, lessor or sublessor of the dwelling unit or the building of which such
97 dwelling unit is a part. "Landlord" also includes a managing agent of the premises who fails to disclose
98 the name of such owner, lessor or sublessor. Such managing agent shall be subject to the provisions of
99 § 16.1-88.03. Landlord shall not, however, include a community land trust as defined in § 55-221.1.

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

102 "Mold remediation in accordance with professional standards" means mold remediation of that
103 portion of the dwelling unit or premises affected by mold, or any personal property of the tenant
104 affected by mold, performed consistent with guidance documents published by the United States
105 Environmental Protection Agency, the U.S. Department of Housing and Urban Development, the
106 American Conference of Governmental Industrial Hygienists (the Bioaerosols Manual), Standard
107 Reference Guides of the Institute of Inspection, Cleaning and Restoration for Water Damage Restoration
108 and Professional Mold Remediation, or any protocol for mold remediation prepared by an industrial
109 hygienist consistent with said guidance documents.

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

115 "Notice" means notice given in writing by either regular mail or hand delivery, with the sender
116 retaining sufficient proof of having given such notice, which may be either a United States postal
117 certificate of mailing or a certificate of service confirming such mailing prepared by the sender.
118 However, a person shall be deemed to have notice of a fact if he has actual knowledge of it, he has
119 received a verbal notice of it, or from all of the facts and circumstances known to him at the time in
120 question, he has reason to know it exists. A person "notifies" or "gives" a notice or notification to
121 another by taking steps reasonably calculated to inform another person whether or not the other person

actually comes to know of it. If notice is given that is not in writing, the person giving the notice has the burden of proof to show that the notice was given to the recipient of the notice.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Tenant records" means all information, including financial, maintenance, and other records about a tenant or prospective tenant, whether such information is in written or electronic form or other medium. *A tenant may request copies of their tenant records pursuant to § 55-248.9:1.*

"Utility" means electricity, natural gas, water and sewer provided by a public service corporation or

183 such other person providing utility services as permitted under § 56-1.2. If the rental agreement so
184 provides, a landlord may use submetering equipment or energy allocation equipment as defined in
185 § 56-245.2, or a ratio utility billing system as defined in § 55-226.2.

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

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

195 **§ 55-248.5. Exemptions; exception to exemption; application of chapter to certain occupants.**

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

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

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

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

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

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

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

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

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

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

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

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

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

229 C. If a person resides in a hotel, motel, extended stay facility, vacation residential facility,
230 boardinghouse, or similar transient lodging as his primary residence for fewer than 90 consecutive days,
231 such lodging shall not be subject to the provisions of this chapter. However, the owner of such lodging
232 establishment shall give a five-day written notice of nonpayment to a person residing in such lodging
233 and, upon the expiration of the five-day period specified in the notice, may exercise self-help eviction if
234 payment in full has not been received.

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

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

241 **§ 55-248.9. Prohibited provisions in rental agreements.**

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

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

244 2. Agrees to waive or ~~forego~~ *forgo* rights or remedies pertaining to the 120-day conversion or

rehabilitation notice required in the Condominium Act (§ 55-79.39 et seq.), the Virginia Real Estate Cooperative Act (§ 55-424 et seq.) or Chapter 13 (§ 55-217 et seq.) ~~of this title, except where the tenant is on a month-to-month lease pursuant to § 55-222;~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 55-248.11:1. Inspection of premises.

306 The landlord shall, within five days after occupancy of a dwelling unit, submit a written report to the
307 tenant, for his safekeeping, itemizing damages to the dwelling unit existing at the time of occupancy,
308 which record shall be deemed correct unless the tenant objects thereto in writing within five days after
309 receipt thereof. The landlord may adopt a written policy allowing the tenant to prepare the written report
310 of the move-in inspection, in which case the tenant shall submit a copy to the landlord, which record
311 shall be deemed correct unless the landlord objects thereto in writing within five days after receipt
312 thereof. Such written policy adopted by the landlord may also provide for the landlord and the tenant to
313 prepare the written report of the move-in inspection jointly, in which case both the landlord and the
314 tenant shall sign the written report and receive a copy thereof, at which time the inspection record shall
315 be deemed correct. *If any damages are reflected on the written report, a landlord is not required to*
316 *make repairs to address such damages unless required to do so under § 55-248.11:2 or 55-248.13.*

317 **§ 55-248.16. Tenant to maintain dwelling unit.**

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

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

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

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

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

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

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

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

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

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

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

350 11. Not paint or disturb painted surfaces or make alterations in the dwelling unit without the prior
351 written approval of the landlord provided (i) the dwelling unit was constructed prior to 1978 and
352 therefore requires the landlord to provide the tenant with lead-based paint disclosures and (ii) the
353 landlord has provided the tenant with such disclosures and the rental agreement provides that the tenant
354 is required to obtain the landlord's prior written approval before painting, disturbing painted surfaces or
355 making alterations in the dwelling unit;

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

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

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

362 **§ 55-248.18. Access; consent; correction of nonemergency conditions; relocation of tenant.**

363 A. The tenant shall not unreasonably withhold consent to the landlord to enter into the dwelling unit
364 in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or
365 improvements, supply necessary or agreed services or exhibit the dwelling unit to prospective or actual
366 purchasers, mortgagees, tenants, workmen or contractors. *If, upon inspection of a dwelling unit during*
367 *the term of a tenancy, the landlord determines 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 in accordance with § 55-248.32, the landlord may make such repairs and send the tenant an invoice for payment. If, upon inspection of the dwelling unit during the term of a tenancy, the landlord discovers a violation of the rental agreement, this chapter, or other applicable law, the landlord may send a written notice of termination pursuant to § 55-248.31. If the rental agreement so provides and if a tenant without reasonable justification declines to permit the landlord or managing agent to exhibit the dwelling unit for sale or lease, the landlord may recover damages, costs, and reasonable attorney fees against such tenant.

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

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

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 repairs or remediation required to address the property condition. Refusal of the tenant to cooperate with a temporary relocation pursuant to this subsection shall be deemed a breach of the rental agreement, unless the tenant agrees to vacate the unit and terminate the rental agreement within the 30-day notice period. If the landlord properly remedies the nonemergency property condition within the 30-day period, nothing herein shall be construed to entitle the tenant to terminate the rental agreement. Further, nothing herein shall be construed to limit the landlord from taking legal action against the tenant for any noncompliance that occurs during the period of any temporary relocation pursuant to this section.

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

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

1. Installation does no permanent damage to any part of the dwelling unit.
2. A duplicate of all keys and instructions of how to operate all devices are given to the landlord.
3. Upon termination of the tenancy the tenant shall be responsible for payment to the landlord for reasonable costs incurred for the removal of all such devices and repairs to all damaged areas.

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

§ 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 (i) a comparable dwelling unit, as selected by the landlord, at no expense or cost to the tenant, or (ii) 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 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 § 55-248.4. The landlord shall pay all costs of the relocation and the mold remediation, unless the mold is a result of the tenant's failure to

429 comply with § 55-248.16.

430 **§ 55-248.24. Fire or casualty damage.**

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

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

442 If the rental agreement is terminated, the landlord shall return all security deposits in accordance with
443 § 55-248.15:1 and prepaid rent, plus accrued interest, recoverable by law unless the landlord reasonably
444 believes that the tenant, tenant's guests, invitees or authorized occupants were the cause of the damage
445 or casualty, in which case the landlord shall account to the tenant for the security and prepaid rent, plus
446 accrued interest based upon the damage or casualty, *and may recover actual damages sustained pursuant*
447 *to § 55-248.35.* Accounting for rent in the event of termination or apportionment shall be made as of the
448 date of the casualty.