

17101720D

HOUSE BILL NO. 2033

Offered January 11, 2017

Prefiled January 10, 2017

A *BILL to amend and reenact §§ 55-217, 55-222, 55-223, 55-224, 55-225.2, 55-225.3, 55-225.4, 55-225.6, 55-225.7, 55-225.9, 55-225.11, 55-225.12, 55-225.13, 55-226, 55-226.2, 55-237.1, 55-248.3:1, 55-248.6, 55-248.7, 55-248.7:1, 55-248.12, 55-248.12:1, 55-248.13, 55-248.13:1, 55-248.13:2, 55-248.15:1, 55-248.16, 55-248.17, 55-248.18, 55-248.18:2, 55-248.21:1, 55-248.24, 55-248.27, 55-248.31, 55-248.38:1, and 55-248.38:3 of the Code of Virginia, to amend the Code of Virginia by adding sections numbered 55-217.1, 55-225.01, 55-225.02, 55-225.11:1, and 55-225.19 through 55-225.48, and to repeal §§ 55-225.8 and 55-248.5 of the Code of Virginia, relating to landlord and tenant law; obligations and remedies for landlords and tenants.*

Patron—Miller

Referred to Committee for Courts of Justice

Be it enacted by the General Assembly of Virginia:

1. That §§ 55-217, 55-222, 55-223, 55-224, 55-225.2, 55-225.3, 55-225.4, 55-225.6, 55-225.7, 55-225.9, 55-225.11, 55-225.12, 55-225.13, 55-226, 55-226.2, 55-237.1, 55-248.3:1, 55-248.6, 55-248.7, 55-248.7:1, 55-248.12, 55-248.12:1, 55-248.13, 55-248.13:1, 55-248.13:2, 55-248.15:1, 55-248.16, 55-248.17, 55-248.18, 55-248.18:2, 55-248.21:1, 55-248.24, 55-248.27, 55-248.31, 55-248.38:1, and 55-248.38:3 of the Code of Virginia are amended and reenacted and that the Code of Virginia is amended by adding sections numbered 55-217.1, 55-225.01, 55-225.02, 55-225.11:1, and 55-225.19 through 55-225.48 as follows:

§ 55-217. Applicability; right to terminate tenant.

A grantee or assignee of any land let to lease, or of the reversion thereof, and his heirs, personal representative or assigns shall enjoy against the lessee, his personal representative or assigns, the like advantage, by action or entry for any forfeiture or by action upon any covenant or promise in the lease, which the grantor, assignor or lessor, or his heirs, might have enjoyed. *The provisions of this chapter shall apply to all residential dwelling units as specified herein. The provisions of this chapter shall also apply to all nonresidential tenancies unless the rental or lease agreement provides otherwise. The right to evict a tenant whose right of possession has been terminated in a residential tenancy under this chapter may only be effectuated by the filing of an unlawful detainer action, entry of an order of possession, and eviction pursuant to § 55-237.1. The right to evict a tenant whose right of possession has been terminated in any commercial or other nonresidential tenancy under this chapter may be effectuated by self-help eviction without further legal process so long as such eviction does not incite a breach of the peace. However, nothing herein shall be construed to preclude termination of any commercial or other nonresidential tenancy by the filing of an unlawful detainer action, entry of an order of possession, and eviction pursuant to § 55-237.1.*

§ 55-217.1. Grantees and assignees to have same rights against lessees as lessors, etc.

A grantee or assignee of any land let to lease, or of the reversion thereof, and his heirs, personal representative, or assigns, shall enjoy against the lessee, and his heirs, personal representative or assigns, the like advantage, by action or entry for any forfeiture or by action upon any covenant or promise in the lease that the grantor, assignor, or lessor, or his heirs, might have enjoyed.

§ 55-222. Notice to terminate a tenancy in nonresidential premises; notice of change in use of building.

A. A tenancy in a nonresidential premises from year to year may be terminated by either party giving three months' notice, in writing, prior to the end of any year of the tenancy, of his intention to terminate the same. A tenancy from month to month may be terminated by either party giving 30 days' notice in writing, prior to the next rent due date, of his intention to terminate the same, unless the rental agreement provides for a different notice period. Written notice of termination shall be given in accordance with this chapter or the Virginia Residential Landlord and Tenant Act (§ 55-248.2 et seq.), as applicable lease agreement.

B. In addition to the termination rights set forth in subsection A, and notwithstanding the terms of the lease, the landlord may terminate the lease due to rehabilitation or a change in the use of all or any part of a building containing at least four residential units, upon 120 days' prior written notice to the tenant. Changes in use shall include but not be limited to conversion to hotel, motel, apartment hotel or other commercial use, planned unit development, substantial rehabilitation, demolition or sale to a contract purchaser requiring an empty building. This 120-day notice requirement shall not be waived

59 except in the case of a tenancy from month to month, which may be terminated by the landlord by
 60 giving the tenant 30 days' written notice prior to the next rent due date of the landlord's intention to
 61 terminate the tenancy.

62 The written notice required by this section to terminate a tenancy shall not be contained in the rental
 63 agreement or lease, but shall be a separate writing.

64 **§ 55-223. Effect of failure of tenant in nonresidential premises to vacate premises at expiration**
 65 **of term.**

66 A tenant from year to year, month to month, or other definite term, *in a nonresidential premises*
 67 shall not, by his mere failure to vacate the premises upon the expiration of the lease, be held as tenant
 68 for another term when such failure is not due to his willfulness, negligence, or other avoidable cause,
 69 but such tenant shall be liable to the lessor for use and occupation of the premises and also for any loss
 70 or damage sustained by the lessor because of such failure to surrender possession at the time stipulated.

71 **§ 55-224. When tenant deserts nonresidential premises, how landlord may enter, etc.**

72 If any tenant from whom rent is in arrear and unpaid shall desert ~~the premises~~ *a nonresidential*
 73 premises and leave the same uncultivated or unoccupied, without goods thereon subject to distress
 74 sufficient to satisfy the rent, the lessor or his agent may post a notice, in writing, upon a conspicuous
 75 part of the premises requiring the tenant to pay the rent, in the case of a monthly tenant within ~~ten~~ 10
 76 days, and in the case of a yearly tenant within one month from the date of such notice. If the same be
 77 not paid within the time specified in the notice, the lessor shall be entitled to possession of the premises
 78 and may enter thereon and the right of such tenant thereto shall thenceforth be at an end, but the
 79 landlord may recover the rent up to that time.

80 **§ 55-225.01. Sections applicable only to certain residential tenancies.**

81 *A. Residential tenancies. The Virginia Residential Landlord and Tenant Act (§ 55-248.2 et seq.) shall*
 82 *apply to occupancy in any single-family residential dwelling unit and any multifamily dwelling unit*
 83 *located in Virginia unless exempted pursuant to the provisions of this section.*

84 *B. Exempt residential dwelling units.*

85 *1. Where the landlord is a natural person, an estate, or a legal entity that owns no more than two*
 86 *single-family residential dwelling units in the same name subject to a rental agreement, such landlord*
 87 *may opt out of the Virginia Residential Landlord and Tenant Act (§ 55-248.2 et seq.) by so stating in a*
 88 *rental agreement with a tenant. Such residential dwelling units shall be exempt from the Virginia*
 89 *Residential Landlord and Tenant Act (§ 55-248.2 et seq.), and the provisions of §§ 55-225.01 through*
 90 *55-225.48 shall be applicable.*

91 *2. Where occupancy is under a contract of sale of a dwelling unit or the property of which it is a*
 92 *part, if the occupant is the purchaser or a person who succeeds to his interest, the provisions of this*
 93 *chapter shall apply.*

94 *C. Tenancies and occupancies that are not residential tenancies. The following occupancies are not*
 95 *residential tenancies under this chapter:*

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

98 *2. Occupancy by a member of a fraternal or social organization in the portion of a structure*
 99 *operated for the benefit of the organization;*

100 *3. Occupancy by an owner of a condominium unit or a holder of a proprietary lease in a*
 101 *cooperative;*

102 *4. Occupancy in a campground as defined in § 35.1-1;*

103 *5. Occupancy by a tenant who is not required to pay rent pursuant to a rental agreement;*

104 *6. Occupancy by an employee of a landlord whose right to occupancy in a multifamily dwelling unit*
 105 *is conditioned upon employment in and about the premises or a former employee whose occupancy*
 106 *continues less than 60 days; or*

107 *7. Occupancy in a public housing unit or other housing unit subject to regulation by the Department*
 108 *of Housing and Urban Development unless the provisions of this chapter are inconsistent with the*
 109 *regulations of the Department of Housing and Urban Development.*

110 *D. Occupancy in hotel, motel, and extended stay facility.*

111 *1. A guest who is an occupant of a hotel, motel, extended stay facility, vacation residential facility,*
 112 *including those governed by the Virginia Real Estate Time-Share Act (§ 55-360 et seq.), boardinghouse,*
 113 *or similar transient lodging shall not be construed to be a tenant living in a dwelling unit if such*
 114 *person does not reside in such lodging as his primary residence. Such guest shall be exempt from this*
 115 *chapter, and the innkeeper or property owner, or his agent, shall have the right to use self-help eviction*
 116 *under Virginia law, without the necessity of the filing of an unlawful detainer action in a court of*
 117 *competent jurisdiction and the execution of a writ of possession issued pursuant to such action, which*
 118 *would otherwise be required under this chapter.*

119 *2. A hotel, motel, extended stay facility, vacation residential facility, boardinghouse, or similar*
 120 *transient lodging shall be exempt from the provisions of this chapter if overnight sleeping*

121 accommodations are furnished to a person for consideration if such person does not reside in such
122 lodging as his primary residence.

123 3. If a person resides in a hotel, motel, extended stay facility, vacation residential facility, including
124 those governed by the Virginia Real Estate Time-Share Act (§ 55-360 et seq.), boardinghouse, or similar
125 transient lodging as his primary residence for fewer than 90 consecutive days, such lodging shall not be
126 subject to the provisions of this chapter. However, the owner of such lodging establishment shall give a
127 five-day written notice of nonpayment to a person residing in such lodging and, upon the expiration of
128 the five-day period specified in the notice, may exercise self-help eviction if payment in full has not been
129 received.

130 4. If a person resides in a hotel, motel, extended stay facility, vacation residential facility, including
131 those governed by the Virginia Real Estate Time-Share Act (§ 55-360 et seq.), boardinghouse, or similar
132 transient lodging as his primary residence for more than 90 consecutive days or is subject to a written
133 lease for more than 90 days, such lodging shall be subject to the provisions of this chapter.

134 **§ 55-225.02. Definitions for residential dwelling units subject to this chapter.**

135 As used in §§ 55-225.01 through 55-225.48, unless the context requires a different meaning:

136 "Action" means any recoupment, counterclaim, setoff, or other civil suit and any other proceeding in
137 which rights are determined, including actions for possession, rent, unlawful detainer, unlawful entry,
138 and distress for rent.

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

142 "Application fee" means any nonrefundable fee that is paid by a tenant to a landlord or managing
143 agent for the purpose of being considered as a tenant for a dwelling unit.

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

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

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

152 "Commencement date of rental agreement" means the date on which the tenant is entitled to occupy
153 the dwelling unit as a tenant.

154 "Community land trust" means a community housing development organization whose (i) corporate
155 membership is open to any adult resident or organization of a particular geographic area specified in
156 the bylaws of the organization and (ii) board of directors includes a majority of members who are
157 elected by the corporate membership and are composed of tenants, corporate members who are not
158 tenants, and any other category of persons specified in the bylaws of the organization and that:

159 1. Is not sponsored by a for-profit organization;

160 2. Acquires parcels of land, held in perpetuity, primarily for conveyance under long-term ground
161 leases;

162 3. Transfers ownership of any structural improvements located on such leased parcels to the tenant;
163 and

164 4. Retains a preemptive option to purchase any such structural improvement at a price determined by
165 formula that is designed to ensure that the improvement remains affordable to low-income and
166 moderate-income families in perpetuity.

167 "Dwelling unit" means a structure or part of a structure that is used as a home or residence by one
168 or more persons who maintain a household, including a manufactured home as defined in § 55-248.41.

169 "Effective date of rental agreement" means the date on which the rental agreement is signed by the
170 landlord and the tenant obligating each party to the terms and conditions of the rental agreement.

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

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

174 "Guest or invitee" means a person, other than the tenant or an authorized occupant, who has the
175 permission of the tenant to visit but not to occupy the premises.

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

178 "Landlord" means the owner, lessor, or sublessor of the dwelling unit or the building of which such
179 dwelling unit is a part. "Landlord" shall include a managing agent of the premises who fails to disclose
180 the name of such owner, lessor, or sublessor. Such managing agent shall be subject to the provisions of
181 § 16.1-88.03. "Landlord" shall not include a community land trust.

182 *"Managing agent" means a person authorized by the landlord to act on behalf of the landlord under*
183 *an agreement.*

184 *"Mold remediation in accordance with professional standards" means mold remediation of that*
185 *portion of the dwelling unit or premises affected by mold, or any personal property of the tenant*
186 *affected by mold, performed consistent with guidance documents published by the U.S. Environmental*
187 *Protection Agency, the U.S. Department of Housing and Urban Development, or the American*
188 *Conference of Governmental Industrial Hygienists (the Bioaerosols: Assessment and Control); Standard*
189 *and Reference Guides of the Institute of Inspection, Cleaning, and Restoration Certification (IICRC) for*
190 *Professional Water Damage Restoration and Professional Mold Remediation; or any protocol for mold*
191 *remediation prepared by an industrial hygienist consistent with such guidance documents.*

192 *"Multifamily dwelling unit" means more than one single family dwelling unit located in a building.*
193 *However, nothing shall be construed to apply to any nonresidential space in such building.*

194 *"Natural person" means an individual person. Whenever reference is made to an owner as a natural*
195 *person, such reference shall include co-owners who are natural persons, either as tenants in common,*
196 *joint tenants, tenants in partnership, tenants by the entirety, trustees or beneficiaries of a trust, general*
197 *partnerships, limited liability partnerships, registered limited liability partnerships or limited liability*
198 *companies, or any other lawful combination of natural persons permitted by law.*

199 *"Notice" means notice given in writing by either regular mail or hand delivery, with the sender*
200 *retaining sufficient proof of having given such notice in the form of a certificate of service confirming*
201 *such mailing prepared by the sender and otherwise in accordance with § 55-225.20.*

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

205 *"Owner" means one or more persons or entities, jointly or severally, including a mortgagee in*
206 *possession, in whom is vested:*

- 207 1. *All or part of the legal title to the property; or*
- 208 2. *All or part of the beneficial ownership and a right to present use and enjoyment of the premises.*

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

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

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

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

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

223 *"Rental agreement" or "lease agreement" means all agreements, written or oral, and valid rules and*
224 *regulations adopted under § 55-225.35 embodying the terms and conditions concerning the use and*
225 *occupancy of a dwelling unit and premises.*

226 *"Rental application" means the written application or similar document used by a landlord to*
227 *determine if a prospective tenant is qualified to become a tenant of a dwelling unit.*

228 *"Residential tenancy" means a tenancy that is based on a rental agreement between a landlord and a*
229 *tenant for a dwelling unit.*

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

234 *"Security deposit" means any refundable deposit of money that is furnished by a tenant to a landlord*
235 *to secure the performance of the terms and conditions of a rental agreement, as a security for damages*
236 *to the leased premises, or as a pet deposit. However, such money shall be deemed an application*
237 *deposit until the commencement date of the rental agreement. "Security deposit" does not include a*
238 *damage insurance policy or renter's insurance policy purchased by a landlord to provide coverage for a*
239 *tenant.*

240 *"Single-family residence" means a structure, other than a multifamily residential structure,*
241 *maintained and used as a single dwelling unit, condominium unit, or any other dwelling unit that has*
242 *direct access to a street or thoroughfare and does not share heating facilities, hot water equipment, or*
243 *any other essential facility or essential service with any other dwelling unit.*

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

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

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

253 "Utility" means electricity, natural gas, or water and sewer provided by a public service corporation
254 or such other person providing utility services as permitted under § 56-1.2. If the rental agreement so
255 provides, a landlord may use submetering equipment or energy allocation equipment as defined in
256 § 56-245.2 or a ratio utility billing system as defined in § 55-226.2.

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

260 "Written notice" means notice given in accordance with § 55-225.20, including any representation of
261 words, letters, symbols, numbers, or figures, whether (i) printed in or inscribed on a tangible medium or
262 (ii) stored in an electronic form or any other medium, retrievable in a perceivable form, and regardless
263 of whether an electronic signature authorized by the Uniform Electronic Transactions Act (§ 59.1-479 et
264 seq.) is affixed.

265 **§ 55-225.2. Remedies for landlord's unlawful ouster, exclusion or diminution of service.**

266 If a landlord unlawfully removes or excludes a tenant from residential premises a dwelling unit or
267 willfully diminishes services to a residential tenant by interrupting or causing the interruption of gas,
268 water, or other essential service to the tenant, the tenant may obtain an order from a general district
269 court to recover possession, require the landlord to resume any such interrupted utility service, or
270 terminate the rental agreement and, in any case, recover the actual damages sustained by him and
271 reasonable attorney fees. If the rental agreement is terminated pursuant to this section, the landlord shall
272 return all any security deposit given by such tenant in accordance with § 55-225.19.

273 **§ 55-225.3. Landlord to maintain dwelling unit.**

274 A. The landlord shall:

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

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

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

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

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

288 5. Maintain the premises in such a condition as to prevent the accumulation of moisture and the
289 growth of mold and to promptly respond to any notices as provided in subdivision A & 10 of
290 § 55-225.4. Where there is visible evidence of mold, the landlord shall promptly remediate the mold
291 conditions in accordance with the requirements of subsection E of § 8.01-226.12 and reinspect the
292 dwelling unit to confirm that there is no longer visible evidence of mold in the dwelling unit. The
293 landlord shall make available to the tenant copies of any available written information related to the
294 remediation of mold that is not protected by attorney-client privilege;

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

299 7. Provide and maintain appropriate receptacles and conveniences for the collection, storage, and
300 removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of one or more
301 dwelling units and arrange for the removal of same.

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

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

307 D. The landlord and tenant may agree in writing that the tenant perform the landlord's duties
 308 specified in subdivisions A 2, 3, ~~and 4~~, 6, and 7 and also specified repairs, maintenance tasks,
 309 alterations, and remodeling, but only if (i) the transaction is entered into in good faith and not for the
 310 purpose of evading the obligations of the landlord and (ii) *the agreement does not diminish or affect the*
 311 *obligation of the landlord to other tenants in a multifamily premises.*

312 **§ 55-225.4. Tenant to maintain dwelling unit.**

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

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

316 2. Keep that part of the premises that he occupies and uses as clean and safe as the condition of the
 317 premises permit;

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

321 4. Remove from his dwelling unit all ashes, garbage, rubbish, and other waste in a clean and safe
 322 manner *and in the appropriate receptacles provided by the landlord;*

323 4. 5. Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition
 324 permits;

325 ~~5.~~ 6. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating,
 326 air-conditioning and other facilities and appliances, *including an elevator in a multifamily premises, and*
 327 *keep all utility services paid for by the tenant to the utility service provider or its agent on at all times*
 328 *during the term of the rental agreement;*

329 ~~6.~~ 7. Not deliberately or negligently destroy, deface, damage, impair or remove any part of the
 330 premises or permit any person to do so whether known by the tenant or not;

331 ~~7.~~ 8. Not remove or tamper with a properly functioning smoke detector, including removing any
 332 working batteries, so as to render the smoke detector inoperative, and shall maintain such smoke
 333 detector in accordance with the uniform set of standards for maintenance of smoke detectors established
 334 in the Uniform Statewide Building Code (§ 36-97 et seq.);

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

340 ~~8.~~ 10. Use reasonable efforts to maintain the dwelling unit and any other part of the premises that he
 341 occupies in such a condition as to prevent accumulation of moisture and the growth of mold and to
 342 promptly notify the landlord of any moisture accumulation that occurs or of any visible evidence of
 343 mold discovered by the tenant;

344 9. 11. Not paint or disturb painted surfaces, or make alterations in the dwelling unit, without the
 345 prior written approval of the landlord, provided *that* (i) the dwelling unit was constructed prior to 1978
 346 and therefore requires the landlord to provide the tenant with lead-based paint disclosures and (ii) the
 347 landlord has provided the tenant with such disclosures and the rental agreement provides that the tenant
 348 is required to obtain the landlord's prior written approval before painting, disturbing painted surfaces, or
 349 making alterations in the dwelling unit;

350 ~~10.~~ 12. Be responsible for his conduct and the conduct of other persons on the premises with his
 351 consent whether known by the tenant or not, to ensure that his neighbors' peaceful enjoyment of the
 352 premises will not be disturbed; and

353 ~~11.~~ 13. Abide by all reasonable rules and regulations imposed by the landlord.

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

356 **§ 55-225.6. Inspection of dwelling unit.**

357 The landlord ~~may~~ *shall, unless the rental agreement provides otherwise*, within five days after
 358 occupancy of a dwelling unit, submit a written report to the tenant, for his safekeeping, itemizing
 359 damages to the dwelling unit existing at the time of occupancy, which record shall be deemed correct
 360 unless the tenant objects thereto in writing within five days after receipt thereof. The landlord may adopt
 361 a written policy allowing the tenant to prepare the written report of the move-in inspection, in which
 362 case the tenant shall submit a copy to the landlord, which record shall be deemed correct unless the
 363 landlord objects thereto in writing within five days after receipt thereof. Such written policy adopted by
 364 the landlord may also provide for the landlord and the tenant to prepare the written report of the
 365 move-in inspection jointly, in which case both the landlord and the tenant shall sign the written report
 366 and receive a copy thereof, at which time the inspection record shall be deemed correct.

367 **§ 55-225.7. Disclosure of mold in dwelling units.**

368 As part of ~~the any~~ written report of the move-in inspection pursuant to § 55-225.6, the landlord may
 369 disclose whether there is any visible evidence of mold in areas readily accessible within the interior of
 370 the dwelling unit. If the landlord's written disclosure states that there is no visible evidence of mold in
 371 the dwelling unit, this written statement shall be deemed correct unless the tenant objects thereto in
 372 writing within five days after receiving the report. If the landlord's written disclosure states that there is
 373 visible evidence of mold in the dwelling unit, the tenant shall have the option to terminate the tenancy
 374 and not take possession or remain in possession of the dwelling unit. If the tenant requests to take
 375 possession, or remain in possession of the dwelling unit, notwithstanding the presence of visible
 376 evidence of mold, the landlord shall promptly remediate the mold condition but in no event later than
 377 five business days thereafter and ~~re-inspect~~ *reinspect* the dwelling unit to confirm there is no visible
 378 evidence of mold in the dwelling unit and reflect on a new report that there is no visible evidence of
 379 mold in the dwelling unit upon ~~re-inspection~~ *reinspection*.

380 **§ 55-225.9. Relocation of tenant where mold remediation needs to be performed in the dwelling**
 381 **unit.**

382 Where a mold condition in a dwelling unit materially affects the health or safety of any tenant or
 383 authorized occupant, the landlord may require the tenant to temporarily vacate the dwelling unit in order
 384 for the landlord to perform mold remediation in accordance with professional standards as defined in
 385 ~~§ 55-225.8~~ 55-225.02 for a period not to exceed 30 days. The landlord shall provide the tenant with
 386 either (i) a comparable dwelling unit, as selected by the landlord, at no expense or cost to the tenant, or
 387 (ii) a hotel room, as selected by the landlord, at no expense or cost to the tenant. *The landlord shall not*
 388 *be required to pay for any other expenses of the tenant beyond the temporary relocation period.* The
 389 tenant shall continue to be responsible for payment of rent under the rental agreement during the period
 390 of any temporary relocation and for the remainder of the term of the rental agreement following the
 391 remediation. Nothing in this section shall be construed as entitling the tenant to a termination of a
 392 tenancy where or when the landlord has remediated a mold condition in accordance with professional
 393 standards as defined in § 55-225.8. The landlord shall pay all costs of the relocation and the mold
 394 remediation, unless the tenant is at fault for the mold condition.

395 **§ 55-225.11. Required disclosures for properties with defective drywall; remedy for**
 396 **nondisclosure.**

397 A. If the landlord of a residential dwelling unit has actual knowledge of the existence of defective
 398 drywall in such dwelling unit that has not been remediated, the landlord shall provide to a prospective
 399 tenant a written disclosure that the property has defective drywall. Such disclosure shall be provided
 400 prior to the execution by the tenant of a written lease agreement or, in the case of an oral lease
 401 agreement, prior to occupancy by the tenant. For purposes of this section, "defective drywall" means all
 402 defective drywall as defined in § 36-156.1.

403 B. Any tenant who is not provided the disclosure required by subsection A may terminate the lease
 404 agreement at any time within 60 days of *notice of* discovery of the existence of defective drywall by
 405 providing written notice to the landlord in accordance with the lease or as required by law. Such
 406 termination shall be effective as of (i) 15 days after the date of the mailing of the notice or (ii) the date
 407 through which rent has been paid, whichever is later. In no event, however, shall the effective date of
 408 the termination exceed one month from the date of mailing. Termination of the lease agreement shall be
 409 the exclusive remedy for the failure to comply with the disclosure provisions of this section, and shall
 410 not affect any rights or duties of the landlord or tenant arising under this chapter, other applicable law,
 411 or the rental agreement.

412 **§ 55-225.11:1. Required disclosures for properties located adjacent to a military air installation;**
 413 **remedy for nondisclosure.**

414 A. *The landlord of property in any locality in which a military air installation is located, or any*
 415 *person authorized to enter into a rental agreement on his behalf, shall provide to a prospective tenant a*
 416 *written disclosure that the property is located in a noise zone or accident potential zone, or both, as*
 417 *designated by the locality on its official zoning map. Such disclosure shall be provided prior to the*
 418 *execution by the tenant of a written lease agreement or, in the case of an oral lease agreement, prior to*
 419 *occupancy by the tenant. The disclosure shall specify the noise zone or accident potential zone in which*
 420 *the property is located according to the official zoning map of the locality. A disclosure made pursuant*
 421 *to this section containing inaccurate information regarding the location of the noise zone or accident*
 422 *potential zone shall be deemed as nondisclosure unless the inaccurate information is provided by an*
 423 *officer or employee of the locality in which the property is located.*

424 B. Any tenant who is not provided the disclosure required by subsection A may terminate the lease
 425 agreement at any time during the first 30 days of the lease period by sending to the landlord by
 426 certified or registered mail, return receipt requested, a written notice of termination. Such termination
 427 shall be effective as of (i) 15 days after the date of the mailing of the notice or (ii) the date through

428 *which rent has been paid, whichever is later. In no event, however, shall the effective date of the*
429 *termination exceed one month from the date of mailing. Termination of the lease agreement shall be the*
430 *exclusive remedy for the failure to comply with the disclosure provisions of this section, and shall not*
431 *affect any rights or duties of the landlord or tenant arising under this chapter, other applicable law, or*
432 *the rental agreement.*

433 **§ 55-225.12. Tenant's assertion; rent escrow; dwelling units.**

434 A. The tenant may assert that there exists upon the dwelling unit, a condition or conditions which
435 constitute a material noncompliance by the landlord with the rental agreement or with provisions of law,
436 or which if not promptly corrected, will constitute a fire hazard or serious threat to the life, health or
437 safety of occupants thereof, including but not limited to, a lack of heat or hot or cold running water,
438 except if the tenant is responsible for payment of the utility charge and where the lack of such heat or
439 hot or cold running water is the direct result of the tenant's failure to pay the utility charge; or a lack of
440 light, electricity or adequate sewage disposal facilities; or an infestation of rodents; or the existence of
441 paint containing lead pigment on surfaces within the dwelling, provided that the landlord has notice of
442 such paint. The tenant may file such an assertion in a general district court wherein the dwelling unit is
443 located by a declaration setting forth such assertion and asking for one or more forms of relief as
444 provided for in subsection D.

445 B. Prior to the granting of any relief, the tenant shall show to the satisfaction of the court that:

446 1. Prior to the commencement of the action the landlord was served a written notice by the tenant of
447 the conditions described in subsection A, or was notified of such conditions by a violation or
448 condemnation notice from an appropriate state or municipal agency, and that the landlord has refused, or
449 having a reasonable opportunity to do so, has failed to remedy the same. For the purposes of this
450 subsection, what period of time shall be deemed to be unreasonable delay is left to the discretion of the
451 court except that there shall be a rebuttable presumption that a period in excess of 30 days from receipt
452 of the notification by the landlord is unreasonable; and

453 2. The tenant has paid into court the amount of rent called for under the rental agreement, within
454 five days of the date due thereunder, unless or until such amount is modified by subsequent order of the
455 court under this chapter.

456 C. It shall be sufficient answer or rejoinder to a declaration pursuant to subsection A if the landlord
457 establishes to the satisfaction of the court that the conditions alleged by the tenant do not in fact exist,
458 or such conditions have been removed or remedied, or such conditions have been caused by the tenant
459 or members of his family or his or their invitees or licensees, or the tenant has unreasonably refused
460 entry to the landlord to the dwelling unit for the purpose of correcting such conditions.

461 D. Any court shall make findings of fact on the issues before it and shall issue any order that may
462 be required. Such an order may include, but is not limited to, any one or more of the following:

463 1. Terminating the rental agreement upon the request of the tenant or ordering the dwelling unit
464 surrendered to the landlord if the landlord prevails on a request for possession pursuant to an unlawful
465 detainer properly filed with the court;

466 2. Ordering all moneys already accumulated in escrow disbursed to the landlord or to the tenant in
467 accordance with this chapter;

468 3. Ordering that the escrow be continued until the conditions causing the complaint are remedied;

469 4. Ordering that the amount of rent, whether paid into the escrow account or paid to the landlord, be
470 abated as determined by the court in such an amount as may be equitable to represent the existence of
471 the condition or conditions found by the court to exist. In all cases where the court deems that the
472 tenant is entitled to relief under this chapter, the burden shall be upon the landlord to show cause why
473 there should not be an abatement of rent;

474 5. Ordering any amount of moneys accumulated in escrow disbursed to the tenant where the landlord
475 refuses to make repairs after a reasonable time or to the landlord or to a contractor chosen by the
476 landlord in order to make repairs or to otherwise remedy the condition. In either case, the court shall in
477 its order insure that moneys thus disbursed will be in fact used for the purpose of making repairs or
478 effecting a remedy;

479 6. Referring any matter before the court to the proper state or municipal agency for investigation and
480 report and granting a continuance of the action or complaint pending receipt of such investigation and
481 report. When such a continuance is granted, the tenant shall deposit with the court rent payments within
482 five days of the date due under the rental agreement, subject to any abatement under this section, which
483 become due during the period of the continuance, to be held by the court pending its further order;

484 7. In the court's discretion, ordering escrow funds disbursed to pay a mortgage on the property upon
485 which the dwelling unit is located in order to stay a foreclosure; or

486 8. In the court's discretion, ordering escrow funds disbursed to pay a creditor to prevent or satisfy a
487 bill to enforce a mechanic's or materialman's lien.

488 Notwithstanding any provision of this subsection, where an escrow account is established by the
489 court and the condition or conditions are not fully remedied within six months of the establishment of

490 such account, and the landlord has not made reasonable attempts to remedy the condition, the court shall
 491 award all moneys accumulated in escrow to the tenant. In such event, the escrow shall not be
 492 terminated, but shall begin upon a new six-month period with the same result if, at the end thereof, the
 493 condition or conditions have not been remedied.

494 E. The initial hearing on the tenant's assertion filed pursuant to subsection A shall be held within 15
 495 calendar days from the date of service of process on the landlord, except that the court shall order an
 496 earlier hearing where emergency conditions are alleged to exist upon the premises, such as failure of
 497 heat in winter, lack of adequate sewage facilities or any other condition which constitutes an immediate
 498 threat to the health or safety of the inhabitants of the dwelling unit. The court, on motion of either party
 499 or on its own motion, may hold hearings subsequent to the initial proceeding in order to further
 500 determine the rights and obligations of the parties. Distribution of escrow moneys may only occur by
 501 order of the court after a hearing of which both parties are given notice as required by law or upon
 502 motion of both the landlord and tenant or upon certification by the appropriate inspector that the work
 503 required by the court to be done has been satisfactorily completed. *If the tenant proceeds under this*
 504 *subsection, he may not proceed under any other section of this chapter as to that breach.*

505 **§ 55-225.13. Noncompliance by landlord in the rental of a dwelling unit.**

506 Except as provided in this chapter, for the rental of a dwelling unit, if there is a material
 507 noncompliance by the landlord with the rental agreement or a noncompliance with any provision of this
 508 chapter affecting dwelling units, materially affecting health and safety, the tenant may serve a written
 509 notice on the landlord specifying the acts and omissions constituting the breach and stating that the
 510 rental agreement will terminate upon a date not less than 30 days after receipt of the notice if such
 511 breach is not remedied in 21 days.

512 If the landlord commits a breach which is not remediable, the tenant may serve a written notice on
 513 the landlord specifying the acts and omissions constituting the breach and stating that the rental
 514 agreement will terminate upon a date not less than 30 days after receipt of the notice.

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

521 If the breach is remediable by repairs and the landlord adequately remedies the breach prior to the
 522 date specified in the notice, the rental agreement will not terminate. The tenant may not terminate for a
 523 condition caused by the deliberate or negligent act or omission of the tenant, a member of his family or
 524 other person on the premises with his consent whether known by the tenant or not. In addition, the
 525 tenant may recover damages and obtain injunctive relief for noncompliance by the landlord with the
 526 provisions of the rental agreement or of this chapter. The tenant shall be entitled to recover reasonable
 527 attorney fees unless the landlord proves by a preponderance of the evidence that the landlord's actions
 528 were reasonable under the circumstances. *If the rental agreement is terminated due to the landlord's*
 529 *noncompliance, the landlord shall return the security deposit in accordance with § 55-225.19.*

530 **§ 55-225.19. Security deposits.**

531 A. *Unless the rental agreement provides otherwise, a landlord may not demand or receive a security*
 532 *deposit, however denominated, in an amount or value in excess of two months' periodic rent. Upon*
 533 *termination of the tenancy, such security deposit, whether it is property or money held by the landlord*
 534 *as security as hereinafter provided may be applied solely by the landlord (i) to the payment of accrued*
 535 *rent and including the reasonable charges for late payment of rent specified in the rental agreement; (ii)*
 536 *to the payment of the amount of damages which the landlord has suffered by reason of the tenant's*
 537 *noncompliance with § 55-225.3, less reasonable wear and tear; or (iii) to other damages or charges as*
 538 *provided in the rental agreement. The security deposit and any deductions, damages, and charges shall*
 539 *be itemized by the landlord in a written notice given to the tenant, together with any amount due the*
 540 *tenant, within 45 days after termination of the tenancy and delivery of possession.*

541 *Where there is more than one tenant subject to a rental agreement, unless otherwise agreed to in*
 542 *writing by each of the tenants, disposition of the security deposit shall be made with one check being*
 543 *payable to all such tenants and sent to a forwarding address provided by one of the tenants. The*
 544 *landlord shall make the security deposit disposition within the 45-day time period, but if a tenant fails*
 545 *to provide a forwarding address to the landlord, the landlord may continue to hold such security deposit*
 546 *in escrow. If a tenant fails to provide a forwarding address to the landlord to enable the landlord to*
 547 *make a refund of the security deposit, upon the expiration of one year from the date of the end of the*
 548 *45-day time period, the landlord shall, within a reasonable period of time not to exceed 90 days,*
 549 *escheat the balance of such security deposit and any other moneys due the tenant to the Commonwealth,*
 550 *which sums shall be sent to the State Treasurer, and credited to the Literary Fund. Upon payment to the*

551 Commonwealth, the landlord shall have no further liability to any tenant relative to the security deposit.
552 If the landlord or managing agent is a real estate licensee, compliance with this paragraph shall be
553 deemed compliance with § 54.1-2108 and corresponding regulations of the Real Estate Board.

554 Nothing in this section shall be construed by a court of law or otherwise as entitling the tenant,
555 upon the termination of the tenancy, to an immediate credit against the tenant's delinquent rent account
556 in the amount of the security deposit. The landlord shall apply the security deposit in accordance with
557 this section within the 45-day time period. However, provided the landlord has given prior written
558 notice in accordance with this section, the landlord may withhold a reasonable portion of the security
559 deposit to cover an amount of the balance due on the water, sewer, or other utility account that is an
560 obligation of the tenant to a third-party provider under the rental agreement for the dwelling unit, and
561 upon payment of such obligations the landlord shall provide written confirmation to the tenant within 10
562 days thereafter, along with payment to the tenant of any balance otherwise due to the tenant. In order
563 to withhold such funds as part of the disposition of the security deposit, the landlord shall have so
564 advised the tenant of his rights and obligations under this section in (a) a termination notice to the
565 tenant in accordance with this chapter, (b) a vacating notice to the tenant in accordance with this
566 section, or (c) a separate written notice to the tenant at least 15 days prior to the disposition of the
567 security deposit. Any written notice to the tenant shall be given in accordance with the rental agreement
568 or § 55-225.20.

569 The tenant may provide the landlord with written confirmation of the payment of the final water,
570 sewer, or other utility bill for the dwelling unit, in which case the landlord shall refund the security
571 deposit, unless there are other authorized deductions, within the 45-day period, or if the tenant provides
572 such written confirmation after the expiration of the 45-day period, the landlord shall refund any
573 remaining balance of the security deposit held to the tenant within 10 days following the receipt of such
574 written confirmation provided by the tenant. If the landlord otherwise receives confirmation of payment
575 of the final water, sewer, or other utility bill for the dwelling unit, the landlord shall refund the security
576 deposit, unless there are other authorized deductions, within the 45-day period.

577 Nothing in this section shall be construed to prohibit the landlord from making the disposition of the
578 security deposit prior to the 45-day period and charging an administrative fee to the tenant for such
579 expedited processing, if the rental agreement so provides and the tenant requests expedited processing in
580 a separate written document.

581 The landlord shall notify the tenant in writing of any deductions provided by this subsection to be
582 made from the tenant's security deposit during the course of the tenancy. Such notification shall be
583 made within 30 days of the date of the determination of the deduction and shall itemize the reasons in
584 the same manner as provided in subsection B. Such notification shall not be required for deductions
585 made less than 30 days prior to the termination of the rental agreement. If the landlord willfully fails to
586 comply with this section, the court shall order the return of the security deposit to the tenant, together
587 with actual damages and reasonable attorney fees, unless the tenant owes rent to the landlord, in which
588 case, the court shall order an amount equal to the security deposit credited against the rent due to the
589 landlord. In the event that damages to the premises exceed the amount of the security deposit and
590 require the services of a third-party contractor, the landlord shall give written notice to the tenant
591 advising him of that fact within the 45-day period. If notice is given as prescribed in this paragraph, the
592 landlord shall have an additional 15-day period to provide an itemization of the damages and the cost
593 of repair. This section shall not preclude the landlord or tenant from recovering other damages to
594 which he may be entitled under this chapter. The holder of the landlord's interest in the premises at the
595 time of the termination of the tenancy, regardless of how the interest is acquired or transferred, is
596 bound by this section and shall be required to return any security deposit received by the original
597 landlord that is duly owed to the tenant, whether or not such security deposit is transferred with the
598 landlord's interest by law or equity, regardless of any contractual agreements between the original
599 landlord and his successors in interest.

600 B. The landlord shall:

601 1. Maintain and itemize records for each tenant of all deductions from security deposits provided for
602 under this section which the landlord has made by reason of a tenant's noncompliance with § 55-225.4
603 during the preceding two years; and

604 2. Permit a tenant or his authorized agent or attorney to inspect such tenant's records of deductions
605 at any time during normal business hours.

606 C. Upon request by the landlord to a tenant to vacate, or within five days after receipt of notice by
607 the landlord of the tenant's intent to vacate, the landlord shall provide written notice to the tenant of the
608 tenant's right to be present at the landlord's inspection of the dwelling unit for the purpose of
609 determining the amount of security deposit to be returned. If the tenant desires to be present when the
610 landlord makes the inspection, he shall so advise the landlord in writing who, in turn, shall notify the
611 tenant of the time and date of the inspection, which must be made within 72 hours of delivery of
612 possession. Following the move-out inspection, the landlord shall provide the tenant with a written

613 security deposit disposition statement including an itemized list of damages. If additional damages are
 614 discovered by the landlord after the security deposit disposition has been made, nothing herein shall be
 615 construed to preclude the landlord from recovery of such damages against the tenant.

616 D. If the tenant has any assignee or sublessee, the landlord shall be entitled to hold a security
 617 deposit from only one party in compliance with the provisions of this section.

618 **§ 55-225.20. Notice.**

619 A. As used in this chapter, "notice" means notice given in writing by either regular mail or hand
 620 delivery, with the sender retaining sufficient proof of having given such notice, which may be either a
 621 United States postal certificate of mailing or a certificate of service confirming such mailing prepared
 622 by the sender. However, a person shall be deemed to have notice of a fact if he has actual knowledge of
 623 it, he has received a verbal notice of it, or from all the facts and circumstances known to him at the
 624 time in question, he has reason to know it exists. A person "notifies" or "gives" a notice or notification
 625 to another by taking steps reasonably calculated to inform another person whether or not the other
 626 person actually comes to know of it. If notice is given that is not in writing, the person giving the notice
 627 has the burden of proof to show that the notice was given to the recipient of the notice.

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

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

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

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

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

647 F. The landlord may, in accordance with a written agreement, delegate to a managing agent or
 648 other third party the responsibility of providing any written notice under this chapter. The landlord may
 649 also engage an attorney at law to prepare or provide any written notice under this chapter or legal
 650 process under Title 8.01. Nothing herein shall be construed to preclude the use of an electronic
 651 signature as defined in § 59.1-480, or an electronic notarization as defined in § 47.1-2, in any written
 652 notice under this chapter or legal process under title 8.01.

653 **§ 55-225.21. Application deposit and application fee.**

654 A. Any landlord may require a refundable application deposit in addition to a nonrefundable
 655 application fee. If the applicant fails to rent the unit for which application was made, from the
 656 application deposit the landlord shall refund to the applicant within 20 days after the applicant's failure
 657 to rent the unit or the landlord's rejection of the application all sums in excess of the landlord's actual
 658 expenses and damages together with an itemized list of such expenses and damages. If, however, the
 659 application deposit was made by cash, certified check, cashier's check, or postal money order, such
 660 refund shall be made within 10 days of the applicant's failure to rent the unit if the failure to rent is
 661 due to the landlord's rejection of the application. If the landlord fails to comply with this section, the
 662 applicant may recover as damages suffered by him that portion of the application deposit wrongfully
 663 withheld and reasonable attorney fees.

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

674 C. An application fee shall not exceed \$50, exclusive of any actual out-of-pocket expenses paid by
 675 the landlord to a third party performing background, credit, or other pre-occupancy checks on the
 676 applicant. However, where an application is being made for a dwelling unit which is a public housing
 677 unit or other housing unit subject to regulation by the Department of Housing and Urban Development,
 678 an application fee shall not exceed \$32, exclusive of any actual out-of-pocket expenses paid to a third
 679 party by the landlord performing background, credit, or other pre-occupancy checks on the applicant.

680 **§ 55-225.22. Terms and conditions of rental agreement; copy for tenant; rental payments.**

681 A. A landlord and tenant may include in a rental agreement terms and conditions not prohibited by
 682 this chapter or other rule of law, including rent, charges for late payment of rent, term of the
 683 agreement, automatic renewal of the rental agreement, requirements for notice of intent to vacate or
 684 terminate the rental agreement, and other provisions governing the rights and obligations of the parties.

685 B. In the absence of a rental agreement, the tenant shall pay as rent the fair rental value for the use
 686 and occupancy of the dwelling unit.

687 C. Rent shall be payable without demand or notice at the time and place agreed upon by the parties.
 688 Unless otherwise agreed, rent is payable at the place designated by the landlord, and periodic rent is
 689 payable at the beginning of any term of one month or less and otherwise in equal installments at the
 690 beginning of each month. If the landlord receives from a tenant a written request for a written statement
 691 of charges and payments, he shall provide the tenant with a written statement showing all debits and
 692 credits over the tenancy or the past 12 months, whichever is shorter. The landlord shall provide such
 693 written statement within 10 business days of receiving the request.

694 D. Unless the rental agreement fixes a definite term, the tenancy shall be week to week in case of a
 695 roomer who pays weekly rent, and in all other cases month to month. Terminations of tenancies shall be
 696 governed by § 55-225.39 unless the rental agreement provides for a different notice period.

697 E. If the rental agreement contains any provision whereby the landlord may approve or disapprove a
 698 sublessee or assignee of the tenant, the landlord shall within 10 business days of receipt by him of the
 699 written application of the prospective sublessee or assignee, on a form to be provided by the landlord,
 700 approve or disapprove the sublessee or assignee. Failure of the landlord to act within 10 business days
 701 shall be deemed evidence of his approval.

702 F. A copy of any written rental agreement signed by both the tenant and the landlord shall be
 703 provided to the tenant within one month of the effective date of the written rental agreement. The failure
 704 of the landlord to deliver such a rental agreement shall not affect the validity of the agreement.

705 G. No unilateral change in the terms of a rental agreement by a landlord or tenant shall be valid
 706 unless (i) notice of the change is given in accordance with the terms of the rental agreement or as
 707 otherwise required by law and (ii) both parties consent in writing to the change.

708 **§ 55-225.23. Prepaid rent; maintenance of escrow account.**

709 A landlord and a tenant may agree in a rental agreement that the tenant pay prepaid rent. If a
 710 landlord receives prepaid rent, it shall be placed in an escrow account in a federally insured depository
 711 by the end of the fifth business day following receipt and shall remain in the account until such time as
 712 the prepaid rent becomes due. Unless the landlord has otherwise become entitled to receive any portion
 713 of the prepaid rent, it shall not be removed from the escrow account required by this section without the
 714 written consent of the tenant.

715 **§ 55-225.24. Landlord may obtain certain insurance for tenant.**

716 A. **Damage Insurance.** A landlord may require as a condition of tenancy that a tenant have
 717 commercial insurance coverage as specified in the rental agreement to secure the performance by the
 718 tenant of the terms and conditions of the rental agreement and pay for the cost of premiums for such
 719 insurance coverage obtained by the landlord, generally known as "damage insurance." As provided in
 720 § 55-225.02, such payments shall not be deemed a security deposit, but shall be rent. However, the
 721 landlord shall not require a tenant to pay both security deposits and the cost of damage insurance
 722 premiums, if the total amount of any security deposits and damage insurance premiums exceeds the
 723 amount of two months' periodic rent. The landlord shall notify a tenant in writing that the tenant has
 724 the right to obtain a separate policy from the landlord's policy for damage insurance. If a tenant elects
 725 to obtain a separate policy, the tenant shall submit to the landlord written proof of such coverage and
 726 shall maintain such coverage at all times during the term of the rental agreement. Where a landlord
 727 obtains damage insurance coverage on behalf of a tenant, the insurance policy shall provide coverage
 728 for the tenant as an insured. The landlord shall recover from the tenant the actual costs of such
 729 insurance coverage and may recover administrative or other fees associated with administration of a
 730 damage insurance policy, including a tenant opting out of the insurance coverage provided by the
 731 landlord pursuant to this subsection. If a landlord obtains damage insurance for his tenants, the
 732 landlord shall provide to each tenant, prior to execution of the rental agreement, a summary of the
 733 insurance policy or certificate evidencing the coverage being provided and upon request of the tenant
 734 make available a copy of the insurance policy.

735 B. **Renter's Insurance.** A landlord may require as a condition of tenancy that a tenant have renter's

736 insurance as specified in the rental agreement that is a combination multi-peril policy containing fire,
 737 miscellaneous property, and personal liability coverage insuring personal property located in residential
 738 units not occupied by the owner. A landlord may require a tenant to pay for the cost of premiums for
 739 such insurance obtained by the landlord, to provide such coverage for the tenant as part of rent or as
 740 otherwise provided herein. As provided in § 55-225.02, such payments shall not be deemed a security
 741 deposit, but shall be rent. If the landlord requires that such premiums be paid prior to the
 742 commencement of the tenancy, the total amount of all security deposits and insurance premiums for
 743 damage insurance and renter's insurance shall not exceed the amount of two months' periodic rent.
 744 Otherwise, the landlord may add a monthly amount as additional rent to recover the costs of such
 745 insurance coverage. The landlord shall notify a tenant in writing that the tenant has the right to obtain
 746 a separate policy from the landlord's policy for renter's insurance. If a tenant elects to obtain a
 747 separate policy, the tenant shall submit to the landlord written proof of such coverage and shall
 748 maintain such coverage at all times during the term of the rental agreement.

749 C. Where a landlord obtains renter's insurance coverage on behalf of a tenant, the insurance policy
 750 shall provide coverage for the tenant as an insured. The landlord shall recover from the tenant the
 751 actual costs of such insurance coverage and may recover administrative or other fees associated with
 752 the administration of a renter's insurance program, including a tenant opting out of the insurance
 753 coverage provided to the tenant pursuant to this subsection. If a landlord obtains renter's insurance for
 754 his tenants, the landlord shall provide to each tenant, prior to execution of the rental agreement, a
 755 summary of the insurance policy prepared by the insurer or certificate evidencing the coverage being
 756 provided and upon request of the tenant make available a copy of the insurance policy.

757 D. Nothing in this section shall be construed to prohibit the landlord from recovering from the
 758 tenant as part of the rent, the tenant's prorated share of the actual costs of other insurance coverages
 759 provided by the landlord relative to the premises, or the tenant's prorated share of a self-insurance
 760 program held in an escrow account by the landlord, including the landlord's administrative or other fees
 761 associated with the administration of such coverages. The landlord may apply such funds held in escrow
 762 to pay claims pursuant to the landlord's self-insurance plan.

763 **§ 55-225.25. Effect of unsigned or undelivered rental agreement.**

764 If the landlord does not sign and deliver a written rental agreement signed and delivered to him by
 765 the tenant, acceptance of rent without reservation by the landlord gives the rental agreement the same
 766 effect as if it had been signed and delivered by the landlord. If the tenant does not sign and deliver a
 767 written rental agreement signed and delivered to him by the landlord, acceptance of possession or
 768 payment of rent without reservation gives the rental agreement the same effect as if it had been signed
 769 and delivered by the tenant. If a rental agreement, given effect by the operation of this section, provides
 770 for a term longer than one year, it is effective for only one year.

771 **§ 55-225.26. Confidentiality of tenant records.**

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

- 774 1. The tenant or prospective tenant has given prior written consent;
- 775 2. The information is a matter of public record as defined in § 2.2-3701;
- 776 3. The information is a summary of the tenant's rent payment record, including the amount of the
 777 tenant's periodic rent payment;
- 778 4. The information is a copy of a material noncompliance notice that has not been remedied or
 779 termination notice given to the tenant under § 55-225.20 and the tenant did not remain in the premises
 780 thereafter;
- 781 5. The information is requested by a local, state, or federal law-enforcement or public safety official
 782 in the performance of his duties;
- 783 6. The information is requested pursuant to a subpoena in a civil case;
- 784 7. The information is requested by a local commissioner of the revenue in accordance with
 785 § 58.1-3901;
- 786 8. The information is requested by a contract purchaser of the landlord's property, provided that the
 787 contract purchaser agrees in writing to maintain the confidentiality of such information;
- 788 9. The information is requested by a lender of the landlord for financing or refinancing of the
 789 property;
- 790 10. The information is requested by the commanding officer, military housing officer, or military
 791 attorney of the tenant;
- 792 11. The third party is the landlord's attorney or the landlord's collection agency;
- 793 12. The information is otherwise provided in the case of an emergency; or
- 794 13. The information is requested by the landlord to be provided to the managing agent, or a
 795 successor to the managing agent.

796 B. A tenant may designate a third party to receive duplicate copies of a summons that has been

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

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

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

815 **§ 55-225.27. Landlord and tenant remedies for abuse of access.**

816 If the tenant refuses to allow lawful access, the landlord may obtain injunctive relief to compel
817 access or terminate the rental agreement. In either case, the landlord may recover actual damages and
818 reasonable attorney fees. If the landlord makes an unlawful entry or a lawful entry in an unreasonable
819 manner or makes repeated demands for entry that is otherwise lawful but that have the effect of
820 unreasonably harassing the tenant, the tenant may obtain injunctive relief to prevent the recurrence of
821 the conduct or terminate the rental agreement. In either case, the tenant may recover actual damages
822 and reasonable attorney fees.

823 **§ 55-225.28. Actions to enforce remedies pertaining to residential tenancies.**

824 In addition to any other remedies in this chapter, any person adversely affected by an act or
825 omission prohibited under this chapter may institute an action for injunction and damages against the
826 person responsible for such act or omission in the circuit court in the county or city in which such act
827 or omission occurred. If the court finds that the defendant was responsible for such act or omission, it
828 shall enjoin the defendant from continuance of such practice, and in its discretion award the plaintiff
829 damages as herein provided.

830 **§ 55-225.29. Disclosure.**

831 A. The landlord or any person authorized to enter into a rental agreement on his behalf shall
832 disclose to the tenant in writing at or before the commencement of the tenancy the name and address
833 of:

- 834 1. The person or persons authorized to manage the premises; and
- 835 2. An owner of the premises or any other person authorized to act for and on behalf of the owner,
836 for the purposes of service of process and receiving and receipting for notices and demands.

837 B. In the event of the sale of the premises, the landlord shall notify the tenant of such sale and
838 disclose to the tenant the name and address of the purchaser and a telephone number at which such
839 purchaser can be located.

840 C. With respect to a multifamily dwelling unit, if an application for registration of the rental
841 property as a condominium or cooperative has been filed with the Real Estate Board, or if there is
842 within six months an existing plan for tenant displacement resulting from (i) demolition or substantial
843 rehabilitation of the property or (ii) conversion of the rental property to office, hotel, or motel use or
844 planned unit development, then the landlord or any person authorized to enter into a rental agreement
845 on his behalf shall disclose that information in writing to any prospective tenant.

846 D. The information required to be furnished by this section shall be kept current, and this section
847 extends to and is enforceable against any successor landlord or owner. A person who fails to comply
848 with this section becomes an agent of each person who is a landlord for the purposes of service of
849 process and receiving and receipting for notices and demands.

850 **§ 55-225.30. Notice to tenants for insecticide or pesticide use.**

851 A. The landlord shall give written notice to the tenant no less than 48 hours prior to his application
852 of an insecticide or pesticide in the tenant's dwelling unit unless the tenant agrees to a shorter
853 notification period. If a tenant requests the application of the insecticide or pesticide, the 48-hour notice
854 is not required. Tenants who have concerns about specific insecticides or pesticides shall notify the
855 landlord in writing no less than 24 hours before the scheduled insecticide or pesticide application. The
856 tenant shall prepare the dwelling unit for the application of insecticides or pesticides in accordance with
857 any written instructions of the landlord, and if insects or pests are found to be present, follow any
858 written instructions of the landlord to eliminate the insects or pests following the application of

859 insecticides or pesticides.

860 B. In addition, the landlord shall post notice of all insecticide or pesticide applications in any
861 common areas of the premises other than the dwelling units. Such notice shall consist of conspicuous
862 signs placed in or upon such premises where the insecticide or pesticide will be applied at least 48
863 hours prior to the application.

864 **§ 55-225.31. Limitation of liability.**

865 Unless otherwise agreed, a landlord who conveys premises that include a dwelling unit subject to a
866 rental agreement in a good faith sale to a bona fide purchaser is relieved of liability under the rental
867 agreement and this chapter as to events occurring subsequent to notice to the tenant of the conveyance.
868 Unless otherwise agreed, a managing agent of premises that include a dwelling unit is relieved of
869 liability under the rental agreement and this chapter as to events occurring after written notice to the
870 tenant of the termination of his management.

871 **§ 55-225.32. Tenancy at will; effect of notice of change of terms or provisions of tenancy.**

872 A notice of any change by a landlord or tenant in any terms or provisions of a tenancy at will shall
873 constitute a notice to vacate the premises, and such notice of change shall be given in accordance with
874 the terms of the rental agreement, if any, or as otherwise required by law.

875 **§ 55-225.33. Rules and regulations.**

876 A. A landlord, from time to time, may adopt rules or regulations, however described, concerning the
877 tenant's use and occupancy of the dwelling unit or premises. Any such rule or regulation is enforceable
878 against the tenant only if:

879 1. Its purpose is to promote the convenience, safety, or welfare of the tenants in the premises,
880 preserve the landlord's property from abusive use, or make a fair distribution of services and facilities
881 held out for the tenants generally;

882 2. It is reasonably related to the purpose for which it is adopted;

883 3. It applies to all tenants in the premises in a fair manner;

884 4. It is sufficiently explicit in its prohibition, direction, or limitation of the tenant's conduct to fairly
885 inform him of what he must or must not do to comply;

886 5. It is not for the purpose of evading the obligations of the landlord; and

887 6. The tenant has been provided with a copy of the rules and regulations or changes thereto at the
888 time he enters into the rental agreement or when they are adopted.

889 B. A rule or regulation adopted, changed, or provided to the tenant after the tenant enters into the
890 rental agreement shall be enforceable against the tenant if reasonable notice of its adoption or change
891 has been given to the tenant and it does not work a substantial modification of his bargain. If a rule or
892 regulation is adopted or changed after the tenant enters into the rental agreement that does work a
893 substantial modification of his bargain, it shall not be valid unless the tenant consents to it in writing.

894 C. Any court enforcing this chapter shall consider violations of the reasonable rules and regulations
895 imposed under this section as a breach of the rental agreement and grant the landlord appropriate
896 relief.

897 **§ 55-225.34. Access; consent; correction of nonemergency conditions; relocation of tenant.**

898 A. The tenant shall not unreasonably withhold consent to the landlord to enter into the dwelling unit
899 in order to inspect the premises; make necessary or agreed repairs, decorations, alterations, or
900 improvements; supply necessary or agreed-upon services; or exhibit the dwelling unit to prospective or
901 actual purchasers, mortgagees, tenants, workmen, or contractors. If, upon inspection of a dwelling unit
902 during the term of a tenancy, the landlord determines there is a violation by the tenant of § 55-225.5 or
903 the rental agreement materially affecting health and safety that can be remedied by repair, replacement
904 of a damaged item, or cleaning in accordance with § 55-225.46, the landlord may make such repairs
905 and send the tenant an invoice for payment. If, upon inspection of the dwelling unit during the term of a
906 tenancy, the landlord discovers a violation of the rental agreement or other applicable law, the landlord
907 may send a written notice of termination pursuant to § 55-225.43. If the rental agreement so provides
908 and if a tenant without reasonable justification declines to permit the landlord or managing agent to
909 exhibit the dwelling unit for sale or lease, the landlord may recover damages, costs, and reasonable
910 attorney fees against such tenant.

911 The landlord may enter the dwelling unit without consent of the tenant in case of emergency. The
912 landlord shall not abuse the right of access or use it to harass the tenant. Except in case of emergency
913 or if it is impractical to do so, the landlord shall give the tenant notice of his intent to enter and may
914 enter only at reasonable times. Unless impractical to do so, the landlord shall give the tenant at least
915 24 hours' notice of routine maintenance to be performed that has not been requested by the tenant. If
916 the tenant makes a request for maintenance, the landlord is not required to provide notice to the tenant.
917 During the pendency of an unlawful detainer filed by the landlord against the tenant, the landlord may
918 request the court to enter an order holding the tenant in contempt for failure to provide the landlord
919 access to such dwelling unit.

920 B. Upon the sole determination by the landlord of the existence of a nonemergency property
 921 condition in the dwelling unit that requires the tenant to temporarily vacate the dwelling unit in order
 922 for the landlord to properly remedy such property condition, the landlord may, upon at least 30 days'
 923 written notice to the tenant, require the tenant to temporarily vacate the dwelling unit for a period not
 924 to exceed 30 days to a comparable dwelling unit, or hotel, as selected by the landlord and at no
 925 expense or cost to the tenant. The landlord shall not be required to pay for any other expense of the
 926 tenant. The landlord and tenant may agree for the tenant to temporarily vacate the dwelling unit in less
 927 than 30 days. For purposes of this subsection, "nonemergency property condition" means (i) a condition
 928 in the dwelling unit that, in the determination of the landlord, is necessary for the landlord to remedy in
 929 order for the landlord to be in compliance with § 55-225.3; (ii) the condition does not need to be
 930 remedied within a 24-hour period, with any condition that needs to be remedied within 24 hours being
 931 defined as an "emergency condition"; and (iii) the condition can be effectively remedied only by the
 932 temporary relocation of the tenant pursuant to the provisions of this subsection.

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

942 C. The landlord has no other right to access except by court order or that permitted by §§ 55-225.39
 943 and 55-225.46 or if the tenant has abandoned or surrendered the premises.

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

947 1. Installation does no permanent damage to any part of the dwelling unit;
 948 2. A duplicate of all keys and instructions for how to operate all devices are given to the landlord;
 949 and

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

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

957 **§ 55-225.35. Fire or casualty damage.**

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

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

969 If the rental agreement is terminated, the landlord shall return all security deposits in accordance
 970 with § 55-225.19 and prepaid rent, plus accrued interest, recoverable by law unless the landlord
 971 reasonably believes that the tenant, tenant's guests, invitees, or authorized occupants were the cause of
 972 the damage or casualty, in which case the landlord shall provide a written statement to the tenant for
 973 the security and prepaid rent, plus accrued interest based upon the damage or casualty, and may
 974 recover actual damages sustained pursuant to § 55-225.48. Proration for rent in the event of termination
 975 or apportionment shall be made as of the date of the casualty.

976 **§ 55-225.36. Use and occupancy by tenant.**

977 Unless otherwise agreed, the tenant shall occupy his dwelling unit only as a residence.

978 **§ 55-225.37. Tenant to surrender possession of dwelling unit.**

979 At the termination of the term of tenancy, whether by expiration of the rental agreement or by reason
 980 of default by the tenant, the tenant shall promptly vacate the premises, removing all items of personal
 981 property and leaving the premises in good and clean order, reasonable wear and tear excepted. If the

982 tenant fails to vacate, the landlord may bring an action for possession and damages, including
 983 reasonable attorney fees.

984 **§ 55-225.38. Periodic tenancy; holdover remedies.**

985 A. The landlord or the tenant may terminate a week-to-week tenancy by serving a written notice on
 986 the other at least seven days prior to the next rent due date. The landlord or the tenant may terminate a
 987 month-to-month tenancy by serving a written notice on the other at least 30 days prior to the next rent
 988 due date, unless the rental agreement provides for a different notice period. The landlord and the tenant
 989 may agree in writing to an early termination of a rental agreement. In the event that no such agreement
 990 is reached, the provisions of § 55-225.48 shall control.

991 B. If the tenant remains in possession without the landlord's consent after expiration of the term of
 992 the rental agreement or its termination, the landlord may bring an action for possession and may also
 993 recover actual damages, reasonable attorney fees, and court costs, unless the tenant proves by a
 994 preponderance of the evidence that the failure of the tenant to vacate the dwelling unit as of the
 995 termination date was reasonable. The landlord may include in the rental agreement a reasonable
 996 liquidated damage penalty, not to exceed an amount equal to 150 percent of the per diem of the
 997 monthly rent, for each day the tenant remains in the dwelling unit after the termination date specified in
 998 the landlord's notice. However, if the dwelling unit is a public housing unit or other housing unit
 999 subject to regulation by the Department of Housing and Urban Development, any liquidated damage
 1000 penalty shall not exceed an amount equal to the per diem of the monthly rent set out in the lease
 1001 agreement. If the landlord consents to the tenant's continued occupancy, § 55-225.22 applies.

1002 C. In the event of termination of a rental agreement and the tenant remains in possession with the
 1003 agreement of the landlord either as a hold-over tenant or a month-to-month tenant and no new rental
 1004 agreement is entered into, the terms of the terminated agreement shall remain in effect and govern the
 1005 hold-over or month-to-month tenancy, except that the amount of rent shall be either as provided in the
 1006 terminated rental agreement or the amount set forth in a written notice to the tenant, provided that such
 1007 new rent amount shall not take effect until the next rent due date coming 30 days after the notice.

1008 **§ 55-225.39. Remedies for absence, nonuse and abandonment.**

1009 If the rental agreement requires the tenant to give notice to the landlord of an anticipated extended
 1010 absence in excess of seven days and the tenant fails to do so, the landlord may recover actual damages
 1011 from the tenant. During any absence of the tenant in excess of seven days, the landlord may enter the
 1012 dwelling unit at times reasonably necessary to protect his possessions and property. The rental
 1013 agreement is deemed to be terminated by the landlord as of the date of abandonment by the tenant. If
 1014 the landlord cannot determine whether the premises have been abandoned by the tenant, the landlord
 1015 shall serve written notice on the tenant in accordance with § 55-225.20 requiring the tenant to give
 1016 written notice to the landlord within seven days that the tenant intends to remain in occupancy of the
 1017 premises. If the tenant gives such written notice to the landlord, or if the landlord otherwise determines
 1018 that the tenant remains in occupancy of the premises, the landlord shall not treat the premises as having
 1019 been abandoned. Unless the landlord receives written notice from the tenant or otherwise determines
 1020 that the tenant remains in occupancy of the premises, upon the expiration of seven days from the date of
 1021 the landlord's notice to the tenant, there shall be rebuttable presumption that the premises have been
 1022 abandoned by the tenant and the rental agreement shall be deemed to terminate on that date. The
 1023 landlord shall mitigate damages in accordance with § 55-225.48.

1024 **§ 55-225.40. Disposal of property abandoned by tenants.**

1025 If any items of personal property are left in the dwelling unit, the premises, or in any storage area
 1026 provided by the landlord, after the rental agreement has terminated and delivery of possession has
 1027 occurred, the landlord may consider such property to be abandoned. The landlord may dispose of the
 1028 property so abandoned as the landlord sees fit or appropriate, provided that he has (i) given a
 1029 termination notice to the tenant in accordance with this chapter, which includes a statement that any
 1030 items of personal property left in the dwelling unit or the premises would be disposed of within the
 1031 24-hour period after termination, (ii) given written notice to the tenant in accordance with § 55-225.39,
 1032 which includes a statement that any items of personal property left in the dwelling unit or the premises
 1033 would be disposed of within the 24-hour period after expiration of the seven-day notice period, or (iii)
 1034 given a separate written notice to the tenant, which includes a statement that any items of personal
 1035 property left in the dwelling unit or the premises would be disposed of within 24 hours after expiration
 1036 of a 10-day period from the date such notice was given to the tenant. Any written notice to the tenant
 1037 shall be given in accordance with § 55-225.20. The tenant shall have the right to remove his personal
 1038 property from the dwelling unit or the premises at reasonable times during the 24-hour period after
 1039 termination or at such other reasonable times until the landlord has disposed of the remaining personal
 1040 property of the tenant.

1041 During the 24-hour period and until the landlord disposes of the remaining personal property of the
 1042 tenant, the landlord shall not have any liability for the risk of loss for such personal property. If the

1043 landlord fails to allow reasonable access to the tenant to remove his personal property as provided in
 1044 this section, the tenant shall have a right to injunctive or other relief as provided by law. If the landlord
 1045 received any funds from any sale of abandoned property as provided in this section, the landlord shall
 1046 pay such funds to the account of the tenant and apply same to any amounts due the landlord by the
 1047 tenant, including the reasonable costs incurred by the landlord in selling, storing, or safekeeping such
 1048 property. If any such funds are remaining after application, the remaining funds shall be treated as a
 1049 security deposit under the provisions of § 55-225.19. The provisions of this section shall not be
 1050 applicable if the landlord has been granted a writ of possession for the premises in accordance with
 1051 Title 8.01 and execution of such writ has been completed pursuant to § 8.01-470.

1052 **§ 55-225.41. Authority of sheriff to store and sell personal property removed from residential**
 1053 **premises; recovery of possession by owner; disposition or sale.**

1054 Notwithstanding the provisions of § 8.01-156, when personal property is removed from a dwelling
 1055 unit, the premises, or from any storage area provided by the landlord pursuant to an action of unlawful
 1056 detainer or ejection, or pursuant to any other action in which personal property is removed from the
 1057 dwelling unit in order to restore the dwelling unit to the person entitled thereto, the sheriff shall oversee
 1058 the removal of such personal property to be placed into the public way. The tenant shall have the right
 1059 to remove his personal property from the public way during the 24-hour period after eviction. Upon the
 1060 expiration of the 24-hour period after eviction, the landlord shall remove, or dispose of, any such
 1061 personal property remaining in the public way.

1062 At the landlord's request, any personal property removed pursuant to this section shall be placed
 1063 into a storage area designated by the landlord, which may be the dwelling unit. The tenant shall have
 1064 the right to remove his personal property from the landlord's designated storage area at reasonable
 1065 times during the 24 hours after eviction from the landlord's or at such other reasonable times until the
 1066 landlord has disposed of the property as provided herein. During that 24-hour period and until the
 1067 landlord disposes of the remaining personal property of the tenant, the landlord and the sheriff shall not
 1068 have any liability for the risk of loss for such personal property. If the landlord fails to allow
 1069 reasonable access to the tenant to remove his personal property as provided herein, the tenant shall
 1070 have a right to injunctive or other relief as otherwise provided by law.

1071 Any property remaining in the landlord's storage area upon the expiration of the 24-hour period
 1072 after eviction may be disposed of by the landlord as the landlord sees fit or appropriate. If the landlord
 1073 receives any funds from any sale of such remaining property, the landlord shall pay such funds to the
 1074 account of the tenant and apply same to any amounts due the landlord by the tenant, including the
 1075 reasonable costs incurred by the landlord in the eviction process described in this section or the
 1076 reasonable costs incurred by the landlord in selling or storing such property. If any funds are remaining
 1077 after application, the remaining funds shall be treated as security deposit under applicable law.

1078 The notice posted by the sheriff setting the date and time of the eviction, pursuant to § 8.01-470,
 1079 shall provide notice to the tenant of the rights afforded to tenants in this section and shall include in the
 1080 said notice a copy of this statute attached to, or made a part of, this notice.

1081 Nothing herein shall affect the right of a landlord to enforce an inchoate or perfected lien of the
 1082 landlord on the personal property of a tenant: in a dwelling unit or on such premises leased to such
 1083 tenant; and the right of a landlord to distress, levy, and seize such personal property as otherwise
 1084 provided by law.

1085 **§ 55-225.42. Disposal of property of deceased tenants.**

1086 A. If a tenant who is the sole tenant under a written rental agreement still residing in the dwelling
 1087 unit dies, and there is no person authorized by order of the circuit court within 30 days of the tenant's
 1088 death to handle probate matters for the deceased tenant, the landlord may dispose of the personal
 1089 property left in the dwelling unit or upon the premises. However, the landlord shall give at least 10
 1090 days' written notice to (i) the person identified in the rental application, lease agreement, or other
 1091 landlord document as the authorized person to contact in the event of the death or emergency of the
 1092 tenant or (ii) the tenant in accordance with § 55-225.6 if no such person is identified in the rental
 1093 application, lease agreement, or other landlord document as the authorized contact person. The notice
 1094 given under clause (i) or (ii) shall include a statement that any items of personal property left in the
 1095 premises would be treated as abandoned property and disposed of in accordance with the provisions of
 1096 § 55-225.40, if not claimed within 10 days after written notice. Authorized occupants, or guests or
 1097 invitees, are not allowed to occupy the dwelling unit after the death of the sole remaining tenant and
 1098 shall vacate the dwelling unit prior to the end of such 10 day period.

1099 B. The landlord may request that such authorized contact person provide reasonable proof of
 1100 identification. Thereafter, the authorized contact person identified in the rental application, lease
 1101 agreement, or other landlord document may (i) have access to the dwelling unit or the premises and to
 1102 the tenant records maintained by the landlord and (ii) rightfully claim the personal property of the
 1103 deceased tenant and otherwise handle the affairs of the deceased tenant with the landlord.

1104 C. The rental agreement is deemed to be terminated by the landlord as of the date of death of the

1105 tenant who is the sole tenant under a written rental agreement still residing in the dwelling unit, and
 1106 the landlord shall not be required to seek an order of possession from a court of competent jurisdiction.
 1107 The estate of the tenant shall remain liable for actual damages under § 55-225.48, and the landlord
 1108 shall mitigate damages as provided thereunder.

1109 **§ 55-225.43. Noncompliance with rental agreement; monetary penalty.**

1110 A. Except as provided in this chapter, if there is a material noncompliance by the tenant with the
 1111 rental agreement or a violation of § 55-225.4 materially affecting health and safety, the landlord may
 1112 serve a written notice on the tenant specifying the acts and omissions constituting the breach and stating
 1113 that the rental agreement will terminate upon a date not less than 30 days after receipt of the notice if
 1114 the breach is not remedied in 21 days, and that the rental agreement shall terminate as provided in the
 1115 notice.

1116 B. If the breach is remediable by repairs or the payment of damages or otherwise and the tenant
 1117 adequately remedies the breach prior to the date specified in the notice, the rental agreement shall not
 1118 terminate.

1119 C. If the tenant commits a breach that is not remediable, the landlord may serve a written notice on
 1120 the tenant specifying the acts and omissions constituting the breach and stating that the rental
 1121 agreement will terminate upon a date not less than 30 days after receipt of the notice. Notwithstanding
 1122 anything to the contrary contained elsewhere in this chapter, when a breach of the tenant's obligations
 1123 under this chapter or the rental agreement involves or constitutes a criminal or a willful act that is not
 1124 remediable and that poses a threat to health or safety, the landlord may terminate the rental agreement
 1125 immediately and proceed to obtain possession of the premises. For purposes of this subsection, any
 1126 illegal drug activity involving a controlled substance, as used or defined by the Drug Control Act
 1127 (§ 54.1-3400 et seq.), or any activity that involves or constitutes a criminal or willful act, by the tenant,
 1128 the tenant's authorized occupants, or the tenant's guests or invitees shall constitute an immediate
 1129 nonremediable violation for which the landlord may proceed to terminate the tenancy without the
 1130 necessity of waiting for a conviction of any criminal offense that may arise out of the same actions. In
 1131 order to obtain an order of possession from a court of competent jurisdiction terminating the tenancy
 1132 for illegal drug activity or for any other activity that constitutes a criminal or willful act, the landlord
 1133 shall prove any such violations by a preponderance of the evidence. However, where the illegal drug
 1134 activity or any other activity that involves or constitutes a criminal or willful act is engaged in by a
 1135 tenant's authorized occupants, or guests or invitees, the tenant shall be presumed to have knowledge of
 1136 such activities unless the presumption is rebutted by a preponderance of the evidence. The initial
 1137 hearing on the landlord's action for immediate possession of the premises shall be held within 15
 1138 calendar days from the date of service on the tenant; however, the court shall order an earlier hearing
 1139 when emergency conditions are alleged to exist upon the premises which constitute an immediate threat
 1140 to the health or safety of the other tenants. After the initial hearing, if the matter is scheduled for a
 1141 subsequent hearing or for a contested trial, the court, to the extent practicable, shall order that the
 1142 matter be given priority on the court's docket. Such subsequent hearing or contested trial shall be heard
 1143 no later than 30 calendar days from the date of service on the tenant. During the interim period
 1144 between the date of the initial hearing and the date of any subsequent hearing or contested trial, the
 1145 court may afford any further remedy or relief as is necessary to protect the interests of parties to the
 1146 proceeding or the interests of any other tenant residing on the premises. Failure by the court to hold
 1147 either of the hearings within the time limits set out herein shall not be a basis for dismissal of the case.

1148 D. If the tenant is a victim of family abuse as defined in § 16.1-228 that occurred in the dwelling
 1149 unit or on the premises and the perpetrator is barred from the dwelling unit pursuant to § 55-225.44
 1150 based upon information provided by the tenant to the landlord, or by a protective order from a court of
 1151 competent jurisdiction pursuant to § 16.1-253.1, 16.1-279.1, or subsection B of § 20-103, the lease shall
 1152 not terminate due solely to an act of family abuse against the tenant. However, these provisions shall
 1153 not be applicable if (i) the tenant fails to provide written documentation corroborating the tenant's
 1154 status as a victim of family abuse and the exclusion from the dwelling unit of the perpetrator no later
 1155 than 21 days from the alleged offense or (ii) the perpetrator returns to the dwelling unit or the
 1156 premises, in violation of a bar notice, and the tenant fails promptly to notify the landlord within 24
 1157 hours thereafter that the perpetrator has returned to the dwelling unit or the premises, unless the tenant
 1158 proves by a preponderance of the evidence that the tenant had no actual knowledge that the perpetrator
 1159 violated the bar notice, or it was not possible for the tenant to notify the landlord within 24 hours, in
 1160 which case the tenant shall promptly notify the landlord, but in no event more than seven days
 1161 thereafter. If the provisions of this subsection are not applicable, the tenant shall remain responsible for
 1162 the acts of the other co-tenants, authorized occupants, or guests or invitees pursuant to § 55-225.4, and
 1163 is subject to termination of the tenancy pursuant to the lease and this chapter.

1164 E. If the tenant has been served with a prior written notice that required the tenant to remedy a
 1165 breach, and the tenant remedied such breach, where the tenant intentionally commits a subsequent

1166 breach of a like nature as the prior breach, the landlord may serve a written notice on the tenant
 1167 specifying the acts and omissions constituting the subsequent breach, make reference to the prior breach
 1168 of a like nature, and state that the rental agreement will terminate upon a date not less than 30 days
 1169 after receipt of the notice.

1170 F. If rent is unpaid when due, and the tenant fails to pay rent within five days after written notice is
 1171 served on him notifying the tenant of his nonpayment, and of the landlord's intention to terminate the
 1172 rental agreement if the rent is not paid within the five-day period, the landlord may terminate the rental
 1173 agreement and proceed to obtain possession of the premises as provided in § 55-225.48. If a check for
 1174 rent is delivered to the landlord drawn on an account with insufficient funds, or if an electronic funds
 1175 transfer has been rejected because of insufficient funds or a stop-payment order has been placed in bad
 1176 faith by the authorizing party, and the tenant fails to pay rent within five days after written notice is
 1177 served on him notifying the tenant of his nonpayment and of the landlord's intention to terminate the
 1178 rental agreement if the rent is not paid by cash, cashier's check, certified check, or a completed
 1179 electronic funds transfer within the five-day period, the landlord may terminate the rental agreement and
 1180 proceed to obtain possession of the premises as provided in § 55-225.48. Nothing shall be construed to
 1181 prevent a landlord from seeking an award of costs or attorney fees under § 8.01-27.1 or civil recovery
 1182 under § 8.01-27.2, as a part of other damages requested on the unlawful detainer filed pursuant to §
 1183 8.01-126, provided the landlord has given notice in accordance with § 55-225.4, which notice may be
 1184 included in the five-day termination notice provided in accordance with this section.

1185 G. Except as provided in this chapter, the landlord may recover damages and obtain injunctive relief
 1186 for any noncompliance by the tenant with the rental agreement or § 55-248.16. In the event of a breach
 1187 of the rental agreement or noncompliance by the tenant, the landlord shall be entitled to recover from
 1188 the tenant the following, regardless of whether or not a lawsuit is filed or an order obtained from a
 1189 court: (i) rent due and owing as contracted for in the rental agreement, (ii) other charges and fees as
 1190 contracted for in the rental agreement, (iii) late charges contracted for in the rental agreement, (iv)
 1191 reasonable attorney fees as contracted for in the rental agreement or as provided by law, (v) costs of
 1192 the proceeding as contracted for in the rental agreement or as provided by law only if court action has
 1193 been filed, and (vi) damages to the dwelling unit or premises as contracted for in the rental agreement.

1194 H. In a case where a lawsuit is pending before the court upon a breach of the rental agreement or
 1195 noncompliance by the tenant and the landlord prevails, the court shall award a money judgment to the
 1196 landlord and against the tenant for the relief requested, which may include the following: (i) rent due
 1197 and owing as of the court date as contracted for in the rental agreement; (ii) other charges and fees as
 1198 contracted for in the rental agreement; (iii) late charges contracted for in the rental agreement; (iv)
 1199 reasonable attorney fees as contracted for in the rental agreement or as provided by law, unless in any
 1200 such action the tenant proves by a preponderance of the evidence that the tenant's failure to pay rent or
 1201 vacate was reasonable; (v) costs of the proceeding as contracted for in the rental agreement or as
 1202 provided by law; and (vi) damages to the dwelling unit or premises.

1203 **§ 55-225.44. Barring guest or invitee of tenants.**

1204 A. A guest or invitee of a tenant may be barred from the premises by the landlord upon written
 1205 notice served personally upon the guest or invitee of the tenant for conduct on the landlord's property
 1206 where the premises are located that violates the terms and conditions of the rental agreement, a local
 1207 ordinance, or a state or federal law. A copy of the notice must be served upon the tenant in accordance
 1208 with this chapter. The notice shall describe the conduct of the guest or invitee that is the basis for the
 1209 landlord's action.

1210 B. In addition to the remedies against the tenant authorized by this chapter, a landlord may apply to
 1211 the magistrate for a warrant for trespass, provided that the guest or invitee has been served in
 1212 accordance with subsection A.

1213 C. The tenant may file a tenant's assertion, in accordance with § 55-225.12, requesting that the
 1214 general district court review the landlord's action to bar the guest or invitee.

1215 **§ 55-225.45. Sheriff authorized to serve certain notices; fees therefor.**

1216 The sheriff of any county or city, upon request, may deliver any notice to a tenant on behalf of a
 1217 landlord or lessor under the provisions of § 55-225.20. For this service, the sheriff shall be allowed a
 1218 fee not to exceed \$12.

1219 **§ 55-225.46. Remedy by repair, etc.; emergencies.**

1220 If there is a violation by the tenant of § 55-225.4 or the rental agreement materially affecting health
 1221 and safety that can be remedied by repair, replacement of a damaged item, or cleaning, the landlord
 1222 shall send a written notice to the tenant specifying the breach and stating that the landlord will enter
 1223 the dwelling unit and perform the work in a workmanlike manner, and submit an itemized bill for the
 1224 actual and reasonable cost therefor to the tenant, which shall be due as rent on the next rent due date,
 1225 or if the rental agreement has terminated, for immediate payment.

1226 In case of emergency the landlord may, as promptly as conditions require, enter the dwelling unit,
 1227 perform the work in a workmanlike manner, and submit an itemized bill for the actual and reasonable

1228 cost therefor to the tenant, which shall be due as rent on the next rent due date, or if the rental
1229 agreement has terminated, for immediate payment.

1230 The landlord may perform the repair, replacement, or cleaning or may engage a third party to do
1231 so.

1232 **§ 55-225.47. Landlord's acceptance of rent with reservation.**

1233 A. Provided that the landlord has given written notice to the tenant that the rent will be accepted
1234 with reservation, the landlord may accept full or partial payment of all rent and receive an order of
1235 possession from a court of competent jurisdiction pursuant to an unlawful detainer action filed under
1236 Article 13 (§ 8.01-124 et seq.) of Chapter 3 of Title 8.01 and proceed with eviction under § 55-225.41.
1237 Such notice shall be included in a written termination notice given by the landlord to the tenant in
1238 accordance with § 55-225.43 or in a separate written notice given by the landlord to the tenant within
1239 five business days of receipt of the rent. Unless the landlord has given such notice in a termination
1240 notice in accordance with § 55-225.43, the landlord shall continue to give a separate written notice to
1241 the tenant within five business days of receipt of the rent that the landlord continues to accept the rent
1242 with reservation in accordance with this section until such time as the violation alleged in the
1243 termination notice has been remedied or the matter has been adjudicated in a court of competent
1244 jurisdiction. If the dwelling unit is a public housing unit or other housing unit subject to regulation by
1245 the Department of Housing and Urban Development, the landlord shall be deemed to have accepted rent
1246 with reservation pursuant to this subsection if the landlord gives the tenant the written notice required
1247 herein for the portion of the rent paid by the tenant.

1248 B. Subsequent to the entry of an order of possession by a court of competent jurisdiction but prior to
1249 eviction pursuant to § 55-225.41, the landlord may accept all amounts owed to the landlord by the
1250 tenant, including full payment of any money judgment, award of attorney fees, and court costs, and all
1251 subsequent rents that may be paid prior to eviction, and proceed with eviction, provided that the
1252 landlord has given the tenant written notice that any such payment would be accepted with reservation
1253 and would not constitute a waiver of the landlord's right to evict the tenant from the dwelling unit.
1254 However, if a landlord enters into a new written rental agreement with the tenant prior to eviction, an
1255 order of possession obtained prior to the entry of such new rental agreement is not enforceable. Such
1256 notice shall be given in a separate written notice given by the landlord within five business days of
1257 receipt of payment of such money judgment, attorney fees and court costs, and all subsequent rents that
1258 may be paid prior to eviction. If the dwelling unit is a public housing unit or other housing unit subject
1259 to regulation by the Department of Housing and Urban Development, the landlord shall be deemed to
1260 have accepted rent with reservation pursuant to this subsection if the landlord gives the tenant the
1261 written notice required herein for the portion of the rent paid by the tenant. Writs of possession in cases
1262 of unlawful entry and detainer are otherwise subject to § 8.01-471.

1263 C. However, the tenant may pay or present to the court a redemption tender for payment of all rent
1264 due and owing as of the return date, including late charges, attorney fees, and court costs, at or before
1265 the first return date on an action for unlawful detainer. For purposes of this section, "redemption
1266 tender" means a written commitment to pay all rent due and owing as of the return date, including late
1267 charges, attorney fees, and court costs, by a local government or nonprofit entity within 10 days of said
1268 return date.

1269 D. If the tenant presents a redemption tender to the court at the return date, the court shall continue
1270 the action for unlawful detainer for 10 days following the return date for payment to the landlord of all
1271 rent due and owing as of the return date, including late charges, attorney fees, and court costs and
1272 dismissal of the action upon such payment. Should the landlord not receive full payment of all rent due
1273 and owing as of the return date, including late charges, attorney fees, and court costs, within 10 days of
1274 the return date, the court shall, without further evidence, grant to the landlord judgment for all amounts
1275 due and immediate possession of the premises.

1276 E. In cases of unlawful detainer, a tenant may pay the landlord or his attorney or pay into court all
1277 (i) rent due and owing as of the court date as contracted for in the rental agreement, (ii) other charges
1278 and fees as contracted for in the rental agreement, (iii) late charges contracted for in the rental
1279 agreement, (iv) reasonable attorney fees as contracted for in the rental agreement or as provided by
1280 law, and (v) costs of the proceeding as provided by law, at which time the unlawful detainer proceeding
1281 shall be dismissed. A tenant may invoke the rights granted in this section no more than one time during
1282 any 12-month period of continuous residency in the dwelling unit, regardless of the term of the rental
1283 agreement or any renewal term thereof.

1284 **§ 55-225.48. Remedy after termination.**

1285 If the rental agreement is terminated, the landlord may have a claim for possession and for rent and
1286 a separate claim for actual damages for breach of the rental agreement, reasonable attorney fees as
1287 provided in § 55-225.43, and the cost of service of any notice under § 55-225 or process by a sheriff or
1288 private process server, which cost shall not exceed the amount authorized by § 55-225.41, which claims

1289 *may be enforced, without limitation, by the institution of an action for unlawful entry or detainer. Actual*
 1290 *damages for breach of the rental agreement may include a claim for such rent as would have accrued*
 1291 *until the expiration of the term thereof or until a tenancy pursuant to a new rental agreement*
 1292 *commences, whichever first occurs, provided that nothing herein contained shall diminish the duty of the*
 1293 *landlord to mitigate actual damages for breach of the rental agreement. In obtaining post-possession*
 1294 *judgments for actual damages as defined herein, the landlord shall not seek a judgment for accelerated*
 1295 *rent through the end of the term of the tenancy.*

1296 *In any unlawful detainer action brought by the landlord, this section shall not be construed to*
 1297 *prevent the landlord from being granted by the court a simultaneous judgment for money due and for*
 1298 *possession of the premises without a credit for any security deposit. Upon the tenant's vacating the*
 1299 *premises either voluntarily or by a writ of possession, security deposits shall be credited to the tenant's*
 1300 *account by the landlord in accordance with the requirements of § 55-225.19.*

1301 **§ 55-226. Nonresidential buildings destroyed or lessee deprived of possession; covenant to pay**
 1302 **rent or repair; reduction of rent.**

1303 No covenant or promise by a lessee of *nonresidential property* to pay the rent, or that he will keep
 1304 or leave the premises in good repair, shall have the effect, if the buildings thereon be destroyed by fire
 1305 or otherwise, in whole or in part, without fault or negligence on his part, or if he be deprived of the
 1306 possession of the premises by the public enemy, of binding him to make such payment or repair or erect
 1307 such buildings again, unless there be other words showing it to be the intent of the parties that he
 1308 should be so bound. But in case of such destruction there shall be a reasonable reduction of the rent for
 1309 such time as may elapse until there be again upon the premises buildings of as much value to the tenant
 1310 for his purposes as what may have been so destroyed; and, in case of such deprivation of possession, a
 1311 like reduction until possession of the premises be restored to him.

1312 **§ 55-226.2. Energy submetering, energy allocation equipment, sewer and water submetering**
 1313 **equipment, ratio utility billings systems; local government fees.**

1314 A. Energy submetering equipment, energy allocation equipment, water and sewer submetering
 1315 equipment, or a ratio utility billing system may be used in a commercial or residential building,
 1316 manufactured home park, or campground if clearly stated in the rental agreement or lease for the leased
 1317 premises or dwelling unit. All energy submetering equipment and energy allocation equipment shall
 1318 meet the requirements and standards established and enforced by the State Corporation Commission
 1319 pursuant to § 56-245.3.

1320 B. If energy submetering equipment, water and sewer submetering equipment, or energy allocation
 1321 equipment is used in any building, manufactured home park, or campground, the owner, manager, or
 1322 operator of the building, manufactured home park, or campground shall bill the tenant for electricity, *oil*,
 1323 natural gas or water and sewer for the same billing period as the utility serving the building or
 1324 campground, unless the rental agreement or lease expressly provides otherwise. The owner, manager, or
 1325 operator of the building, manufactured home park, or campground may charge and collect from the
 1326 tenant additional service charges, including, but not limited to, monthly billing fees, account set-up fees
 1327 or account move-out fees, to cover the actual costs of administrative expenses and billing charged to the
 1328 building, manufactured home park, or campground owner, manager, or operator by a third-party provider
 1329 of such services, provided that such charges are agreed to by the building or campground owner and the
 1330 tenant in the rental agreement or lease. The building or campground owner may require the tenant to
 1331 pay a late charge of up to \$5 if the tenant fails to make payment when due, which shall not be less than
 1332 15 days following the date of mailing or delivery of the bill sent pursuant to this section.

1333 C. If a ratio utility billing system is used in any building, manufactured home park, or campground,
 1334 in lieu of increasing the rent, the owner, manager, or operator of the building, manufactured home park,
 1335 or campground may employ such a program that utilizes a mathematical formula for allocating, among
 1336 the tenants in a building, manufactured home park, or campground, the actual or anticipated water,
 1337 sewer, electrical, *oil*, or natural gas billings billed to the building or campground owner from a
 1338 third-party provider of the utility service. The owner, manager, or operator of the building, manufactured
 1339 home park, or campground may charge and collect from the tenant additional service charges, including
 1340 but not limited to monthly billing fees, account set-up fees, or account move-out fees, to cover the
 1341 actual costs of administrative expenses and billings charged to the building, manufactured home park, or
 1342 campground owner, manager, or operator by a third-party provider of such services, provided that such
 1343 charges are agreed to by the building, manufactured home park, or campground owner and the tenant in
 1344 the rental agreement or lease. The building, manufactured home park, or campground owner may require
 1345 the tenant to pay a late charge of up to \$5 if the tenant fails to make payment when due, which shall
 1346 not be less than 15 days following the date of mailing or delivery of the bill sent pursuant to this
 1347 section. The late charge shall be deemed rent (i) as defined in § 55-248.4 if a ratio utility billing system
 1348 is used in a residential multifamily dwelling unit subject to the Virginia Residential Landlord and Tenant
 1349 Act (§ 55-248.2 et seq.) or (ii) as defined in § 55-248.41 if a ratio utility billing system is used in
 1350 manufactured home park subject to the Manufactured Home Lot Rental Act (55-248.41 et seq.).

1351 D. Energy allocation equipment shall be tested periodically by the owner, operator or manager of the
 1352 building, manufactured home park, or campground. Upon the request by a tenant, the owner shall test
 1353 the energy allocation equipment without charge. The test conducted without charge to the tenant shall
 1354 not be conducted more frequently than once in a 24-month period for the same tenant. The tenant or his
 1355 designated representative may be present during the testing of the energy allocation equipment. A
 1356 written report of the results of the test shall be made to the tenant within 10 working days after the
 1357 completion of the test.

1358 E. The owner of any building, manufactured home park, or campground shall maintain adequate
 1359 records regarding energy submetering equipment, water and sewer submetering equipment, energy
 1360 allocation equipment, or a ratio utility billing system. A tenant may inspect and copy the records for the
 1361 leased premises during reasonable business hours at a convenient location within the building or
 1362 campground. The owner of the building or campground may impose and collect a reasonable charge for
 1363 copying documents, reflecting the actual costs of materials and labor for copying, prior to providing
 1364 copies of the records to the tenant.

1365 F. Notwithstanding any enforcement action undertaken by the State Corporation Commission
 1366 pursuant to its authority under § 56-245.3, tenants and owners shall retain any private right of action
 1367 resulting from any breach of the rental agreement or lease terms required by this section or § 56-245.3,
 1368 if applicable, to the same extent as such actions may be maintained for breach of other terms of the
 1369 rental agreement or lease under Chapter 13 (§ 55-217 et seq.) or Chapter 13.2 (§ 55-248.2 et seq.) of
 1370 this title, if applicable. The use of energy submetering equipment, water and sewer submetering
 1371 equipment, energy allocation equipment, or a ratio utility billing system is not within the jurisdiction of
 1372 the Department of Agriculture and Consumer Services under Chapter 56 (§ 3.2-5600 et seq.) of Title
 1373 3.2.

1374 G. In lieu of increasing the rent, the owner, manager, or operator of a commercial or residential
 1375 building, manufactured home park, or campground may employ a program that utilizes a mathematical
 1376 formula for allocating the actual or anticipated local government fees billed to the building,
 1377 manufactured home park, or campground owner among the tenants in such building, manufactured home
 1378 park, or campground if clearly stated in the rental agreement or lease for the leased premises or
 1379 dwelling unit. Permitted allocation methods may include formulas based upon square footage,
 1380 occupancy, number of bedrooms, or some other specific method agreed to by the building, manufactured
 1381 home park, or campground owner and the tenant in the rental agreement or lease. Such owner, manager,
 1382 or operator of a commercial or residential building, manufactured home park, or campground may also
 1383 charge and collect from each tenant additional service charges, including monthly billing fees, account
 1384 set-up fees, or account move-out fees, to cover the actual costs of administrative expenses for
 1385 administration of such a program. If the building is residential and is subject to (i) the Virginia
 1386 Residential Landlord and Tenant Act (§ 55-248.2 et seq.), such local government fees and administrative
 1387 expenses shall be deemed to be rent as defined in § 55-248.4 or (ii) the Manufactured Home Lot Rental
 1388 Act (55-248.41 et seq.), such local government fees and administrative expenses shall be deemed to be
 1389 rent as defined in § 55-248.41.

1390 H. Nothing in this section shall be construed to prohibit an owner, manager, or operator of a
 1391 commercial or residential building, manufactured home park, or campground from including water,
 1392 sewer, electrical, natural gas, *oil*, or other utilities in the amount of rent as specified in the rental
 1393 agreement or lease.

1394 I. As used in this section:

1395 "Building" means all of the individual units served through the same utility-owned meter within a
 1396 commercial or residential building that is defined in subsection A of § 56-245.2 as an apartment building
 1397 or house, office building or shopping center, or all of the individual dwelling units served through the
 1398 same utility-owned meter within a manufactured home park as defined in § 55-248.41.

1399 "Campground" means the same as that term is defined in § 35.1-1.

1400 "Campsite" means the same as that term is defined in § 35.1-1.

1401 "Energy allocation equipment" has the same meaning ascribed to such term in subsection A of
 1402 § 56-245.2.

1403 "Energy submetering equipment" has the same meaning ascribed to "submetering equipment" in
 1404 subsection A of § 56-245.2.

1405 "Local government fees" means any local government charges or fees assessed against a commercial
 1406 or residential building or campground, including stormwater, recycling, trash collection, elevator testing,
 1407 fire or life safety testing, or residential rental inspection programs.

1408 "Ratio utility billing system" means a program that utilizes a mathematical formula for allocating,
 1409 among the tenants in a building or campground, the actual or anticipated water, sewer, electrical, *oil*, or
 1410 natural gas billings billed to the building or campground owner from a third-party provider of the utility
 1411 service. Permitted allocation methods may include formulas based upon square footage, occupancy,

1412 number of bedrooms, or some other specific method agreed to by the building or campground owner
1413 and the tenant in the rental agreement or lease.

1414 "Water and sewer submetering equipment" means equipment used to measure actual water or sewer
1415 usage in any dwelling unit or nonresidential rental unit, as defined in subsection A of § 56-245.2 or
1416 campsite, when such equipment is not owned or controlled by the utility or other provider of water or
1417 sewer service that provides service to the building in which the dwelling unit or nonresidential rental
1418 unit is located or campground where the campsite is located.

1419 **§ 55-237.1. Authority of sheriffs to store and sell personal property removed from**
1420 **nonresidential premises; recovery of possession by owner; disposition or sale.**

1421 Notwithstanding the provisions of § 8.01-156, when personal property is removed from any leased or
1422 rented commercial or ~~residential~~ *nonresidential* premises pursuant to an action of unlawful detainer or
1423 ejectment, or pursuant to any other action in which personal property is removed from the premises in
1424 order to restore such premises to the person entitled thereto, the sheriff shall oversee the removal of
1425 such personal property to be placed into the public way. The tenant shall have the right to remove his
1426 personal property from the public way during the 24-hour period after eviction. Upon the expiration of
1427 the 24-hour period after eviction, the landlord shall remove, or dispose of, any such personal property
1428 remaining in the public way.

1429 At the landlord's request, any personal property removed pursuant to this section shall be placed into
1430 a storage area designated by the landlord, which may be the leased or rented premises. The tenant shall
1431 have the right to remove his personal property from the landlord's designated storage area at reasonable
1432 times during the 24 hours after eviction from the premises or at such other reasonable times until the
1433 landlord has disposed of the property as provided herein. During that 24-hour period and until the
1434 landlord disposes of the remaining personal property of the tenant, the landlord and the sheriff shall not
1435 have any liability for the loss of such personal property. If the landlord fails to allow reasonable access
1436 to the tenant to remove his personal property as provided herein, the tenant shall have a right to
1437 injunctive relief and such other relief as may be provided by law.

1438 Any property remaining in the landlord's storage area upon the expiration of the 24-hour period after
1439 eviction may be disposed of by the landlord as the landlord sees fit or appropriate. If the landlord
1440 receives any funds from any sale of such remaining property, the landlord shall pay such funds to the
1441 account of the tenant and apply same to any amounts due the landlord by the tenant, including the
1442 reasonable costs incurred by the landlord in the eviction process described in this section or the
1443 reasonable costs incurred by the landlord in selling or storing such property. If any funds are remaining
1444 after application, the remaining funds shall be treated as security deposit under applicable law.

1445 The notice posted by the sheriff setting the date and time of the eviction, pursuant to § 8.01-470,
1446 shall provide notice to the tenant of the rights afforded to tenants in this section and shall include in the
1447 notice a copy of this statute attached to, or made a part of, this notice.

1448 Nothing herein shall affect the right of a landlord to enforce an inchoate or perfected lien of the
1449 landlord on the personal property of a tenant of ~~any leased or rented commercial or residential premises,~~
1450 *in a nonresidential premises leased to such tenant or the right* of a landlord to distress, levy, and seize
1451 such personal property as otherwise provided by law.

1452 **§ 55-248.3:1. Applicability of chapter.**

1453 This chapter shall apply to all rental agreements entered into on or after July 1, 1974, which are not
1454 exempted pursuant to ~~§ 55-248.5~~, and all provisions thereof. *This chapter* shall apply to all
1455 jurisdictions in the Commonwealth and may not be waived or otherwise modified, in whole or in part,
1456 by the governing body of any locality, its boards and commissions or other instrumentalities, or ~~by~~ the
1457 courts of the Commonwealth.

1458 *B. The provisions of this chapter shall apply to occupancy in all single-family and multifamily*
1459 *residential dwelling units and multifamily dwelling unit located in the Commonwealth. However, where*
1460 *the landlord is a natural person, an estate, or a legal entity that owns no more than two single-family*
1461 *residential dwelling units in the same name subject to a rental agreement, such landlord may opt out of*
1462 *the Virginia Residential Landlord and Tenant Act (§ 55-248.2 et seq.) by so stating in a rental*
1463 *agreement with a tenant. Such residential dwelling units shall be exempt from this chapter and the*
1464 *provisions of §§ 55-225.01 through 55-225.48 shall be applicable.*

1465 *The provisions of this chapter shall not apply to instances where occupancy under a contract of sale*
1466 *of a dwelling unit or the property of which it is a part, if the occupant is the purchaser or a person*
1467 *who succeeds to his interest.*

1468 *C. Tenancies and occupancies that are not residential tenancies. The following occupancies are not*
1469 *residential tenancies under this chapter:*

1470 *1. Residence at a public or private institution, if incidental to detention or the provision of medical,*
1471 *geriatric, educational, counseling, religious, or similar services;*

1472 *2. Occupancy by a member of a fraternal or social organization in the portion of a structure*
1473 *operated for the benefit of the organization;*

1474 3. *Occupancy by an owner of a condominium unit or a holder of a proprietary lease in a*
 1475 *cooperative;*

1476 4. *Occupancy in a campground as defined in § 35.1-1;*

1477 5. *Occupancy by a tenant who pays no rent pursuant to a rental agreement;*

1478 6. *Occupancy by an employee of a landlord whose right to occupancy in a multifamily dwelling unit*
 1479 *is conditioned upon employment in and about the premises or an former employee whose occupancy*
 1480 *continues less than 60 days; or*

1481 7. *Occupancy in a public housing unit or other housing unit subject to regulation by the Department*
 1482 *of Housing and Urban Development, unless the provisions of this chapter are inconsistent with the*
 1483 *regulations of the Department of Housing and Urban Development.*

1484 D. *Occupancy in hotel, motel, and extended stay facility.*

1485 1. *A guest who is an occupant of a hotel, motel, extended stay facility, vacation residential facility,*
 1486 *including those governed by the Virginia Real Estate Time-Share Act (§ 55-360 et seq.), boardinghouse,*
 1487 *or similar transient lodging shall not be construed to be a tenant living in a dwelling unit if such*
 1488 *person does not reside in such lodging as his primary residence. Such guest shall be exempt from this*
 1489 *chapter, and the innkeeper or property owner, or his agent, shall have the right to use self-help eviction*
 1490 *under Virginia law, without the necessity of the filing of an unlawful detainer action in a court of*
 1491 *competent jurisdiction and the execution of a writ of possession issued pursuant to such action, which*
 1492 *would otherwise be required under this chapter.*

1493 2. *A hotel, motel, extended stay facility, vacation residential facility, boardinghouse, or similar*
 1494 *transient lodging shall be exempt from the provisions of this chapter if overnight sleeping*
 1495 *accommodations are furnished to a person for consideration if such person does not reside in such*
 1496 *lodging as his primary residence.*

1497 3. *If a person resides in a hotel, motel, extended stay facility, vacation residential facility, including*
 1498 *those governed by the Virginia Real Estate Time-Share Act (§ 55-360 et seq.), boardinghouse, or similar*
 1499 *transient lodging as his primary residence for fewer than 90 consecutive days, such lodging shall not be*
 1500 *subject to the provisions of this chapter. However, the owner of such lodging establishment shall give a*
 1501 *five-day written notice of nonpayment to a person residing in such lodging and, upon the expiration of*
 1502 *the five-day period specified in the notice, may exercise self-help eviction if payment in full has not been*
 1503 *received.*

1504 4. *If a person resides in a hotel, motel, extended stay facility, vacation residential facility, including*
 1505 *those governed by the Virginia Real Estate Time-Share Act (§ 55-360 et seq.), boardinghouse, or similar*
 1506 *transient lodging as his primary residence for more than 90 consecutive days or is subject to a written*
 1507 *lease for more than 90 days, such lodging shall be subject to the provisions of this chapter.*

1508 **§ 55-248.6. Notice.**

1509 A. *As used in this chapter:*

1510 "Notice" means notice given in writing by either regular mail or hand delivery, with the sender
 1511 retaining sufficient proof of having given such notice, which may be either a United States postal
 1512 certificate of mailing or a certificate of service confirming such mailing prepared by the sender.
 1513 However, a person shall be deemed to have notice of a fact if he has actual knowledge of it, he has
 1514 received a verbal notice of it, or from all the facts and circumstances known to him at the time in
 1515 question, he has reason to know it exists. A person "notifies" or "gives" a notice or notification to
 1516 another by taking steps reasonably calculated to inform another person whether or not the other person
 1517 actually comes to know of it. If notice is given that is not in writing, the person giving the notice has
 1518 the burden of proof to show that the notice was given to the recipient of the notice.

1519 B. *If the rental agreement so provides, the landlord and tenant may send notices in electronic form,*
 1520 *however any tenant who so requests may elect to send and receive notices in paper form. If electronic*
 1521 *delivery is used, the sender shall retain sufficient proof of the electronic delivery, which may be an*
 1522 *electronic receipt of delivery, a confirmation that the notice was sent by facsimile, or a certificate of*
 1523 *service prepared by the sender confirming the electronic delivery.*

1524 *In the case of the landlord, notice is served on the landlord at his place of business where the rental*
 1525 *agreement was made, or at any place held out by the landlord as the place for receipt of the*
 1526 *communication.*

1527 C. *In the case of the tenant, notice is served at the tenant's last known place of residence, which may*
 1528 *be the dwelling unit.*

1529 D. *Notice, knowledge or a notice or notification received by an organization is effective for a*
 1530 *particular transaction from the time it is brought to the attention of the person conducting that*
 1531 *transaction, or from the time it would have been brought to his attention if the organization had*
 1532 *exercised reasonable diligence.*

1533 E. *No notice of termination of tenancy served upon a tenant by a public housing authority organized*
 1534 *under the Housing Authorities Law (§ 36-1 et seq.) of Title 36 shall be effective unless it contains on its*

1535 first page, in type no smaller or less legible than that otherwise used in the body of the notice, the
 1536 name, address and telephone number of the legal services program, if any, serving the jurisdiction
 1537 wherein the premises are located.

1538 *F. The landlord may, in accordance with a written agreement, delegate to a managing agent or*
 1539 *other third party the responsibility of providing any written notice under this chapter. The landlord may*
 1540 *also engage an attorney at law to prepare or provide any written notice under this chapter or legal*
 1541 *process under title 8.01. Nothing herein shall be construed to preclude use of an electronic signature as*
 1542 *defined in § 59.1-480, or an electronic notarization as defined in § 47.1-2 in any written notice under*
 1543 *this chapter or legal process under Title 8.01.*

1544 **§ 55-248.7. Terms and conditions of rental agreement; copy for tenant; accounting of rental**
 1545 **payments.**

1546 A. A landlord and tenant may include in a rental agreement, terms and conditions not prohibited by
 1547 this chapter or other rule of law, including rent, charges for late payment of rent, term of the agreement,
 1548 automatic renewal of the rental agreement, requirements for notice of intent to vacate or terminate the
 1549 rental agreement, and other provisions governing the rights and obligations of the parties.

1550 B. In the absence of a rental agreement, the tenant shall pay as rent the fair rental value for the use
 1551 and occupancy of the dwelling unit.

1552 C. Rent shall be payable without demand or notice at the time and place agreed upon by the parties.
 1553 Unless otherwise agreed, rent is payable at the place designated by the landlord and periodic rent is
 1554 payable at the beginning of any term of one month or less and otherwise in equal installments at the
 1555 beginning of each month. If the landlord receives from a tenant a written request for ~~an accounting~~ *a*
 1556 *written statement* of charges and payments, he shall provide the tenant with a written statement showing
 1557 all debits and credits over the tenancy or the past 12 months, whichever is shorter. The landlord shall
 1558 provide such written statement within 10 business days of receiving the request.

1559 D. Unless the rental agreement fixes a definite term, the tenancy shall be week to week in case of a
 1560 roomer who pays weekly rent, and in all other cases month to month. Terminations of tenancies shall be
 1561 governed by § 55-248.37 unless the rental agreement provides for a different notice period.

1562 E. If the rental agreement contains any provision whereby the landlord may approve or disapprove a
 1563 sublessee or assignee of the tenant, the landlord shall within 10 business days of receipt by him of the
 1564 written application of the prospective sublessee or assignee on a form to be provided by the landlord,
 1565 approve or disapprove the sublessee or assignee. Failure of the landlord to act within 10 business days
 1566 shall be deemed evidence of his approval.

1567 F. A copy of any written rental agreement signed by both the tenant and the landlord shall be
 1568 provided to the tenant within one month of the effective date of the written rental agreement. The failure
 1569 of the landlord to deliver such a rental agreement shall not affect the validity of the agreement.

1570 G. No unilateral change in the terms of a rental agreement by a landlord or tenant shall be valid
 1571 unless (i) notice of the change is given in accordance with the terms of the rental agreement or as
 1572 otherwise required by law and (ii) both parties consent in writing to the change.

1573 H. The landlord shall provide the tenant with a written receipt, upon request from the tenant,
 1574 whenever the tenant pays rent in the form of cash or money order.

1575 **§ 55-248.7:1. Prepaid rent; maintenance of escrow account.**

1576 A landlord and a tenant may agree in a rental agreement that the tenant pay prepaid rent. If a
 1577 landlord receives prepaid rent, it shall be placed in an escrow account in a federally insured depository
 1578 ~~in Virginia~~ by the end of the fifth business day following receipt and shall remain in the account until
 1579 such time as the prepaid rent becomes due. Unless the landlord has otherwise become entitled to receive
 1580 any portion of the prepaid rent, it shall not be removed from the escrow account required by this section
 1581 without the written consent of the tenant.

1582 **§ 55-248.12. Disclosure.**

1583 A. The landlord or any person authorized to enter into a rental agreement on his behalf shall disclose
 1584 to the tenant in writing at or before the commencement of the tenancy the name and address of:

1585 1. The person or persons authorized to manage the premises; and

1586 2. An owner of the premises or any other person authorized to act for and on behalf of the owner,
 1587 for the purposes of service of process and receiving and receipting for notices and demands.

1588 B. In the event of the sale of the premises, the landlord shall notify the tenant of such sale and
 1589 disclose to the tenant the name and address of the purchaser and a telephone number at which such
 1590 purchaser can be located.

1591 C. ~~If~~ *With respect to a multifamily dwelling unit*, an application for registration of the rental property
 1592 as a condominium or cooperative has been filed with the Real Estate Board, or if there is within six
 1593 months an existing plan for tenant displacement resulting from (i) demolition or substantial rehabilitation
 1594 of the property or (ii) conversion of the rental property to office, hotel or motel use or planned unit
 1595 development, then the landlord or any person authorized to enter into a rental agreement on his behalf
 1596 shall disclose that information in writing to any prospective tenant.

1597 D. The information required to be furnished by this section shall be kept current and this section
 1598 extends to and is enforceable against any successor landlord or owner. A person who fails to comply
 1599 with this section becomes an agent of each person who is a landlord for the purposes of service of
 1600 process and receiving and receipting for notices and demands.

1601 **§ 55-248.12:1. Required disclosures for properties located adjacent to a military air installation;**
 1602 **remedy for nondisclosure.**

1603 A. ~~Notwithstanding the provisions of subdivision A 10 of § 55-248.5, the~~ The landlord of property in
 1604 any locality in which a military air installation is located, or any person authorized to enter into a rental
 1605 agreement on his behalf, shall provide to a prospective tenant a written disclosure that the property is
 1606 located in a noise zone or accident potential zone, or both, as designated by the locality on its official
 1607 zoning map. Such disclosure shall be provided prior to the execution by the tenant of a written lease
 1608 agreement or, in the case of an oral lease agreement, prior to occupancy by the tenant. The disclosure
 1609 shall specify the noise zone or accident potential zone in which the property is located according to the
 1610 official zoning map of the locality. A disclosure made pursuant to this section containing inaccurate
 1611 information regarding the location of the noise zone or accident potential zone shall be deemed as
 1612 nondisclosure unless the inaccurate information is provided by an officer or employee of the locality in
 1613 which the property is located.

1614 B. Any tenant who is not provided the disclosure required by subsection A may terminate the lease
 1615 agreement at any time during the first 30 days of the lease period by sending to the landlord by certified
 1616 or registered mail, return receipt requested, a written notice of termination. Such termination shall be
 1617 effective as of (i) 15 days after the date of the mailing of the notice or (ii) the date through which rent
 1618 has been paid, whichever is later. In no event, however, shall the effective date of the termination
 1619 exceed one month from the date of mailing. Termination of the lease agreement shall be the exclusive
 1620 remedy for the failure to comply with the disclosure provisions of this section, and shall not affect any
 1621 rights or duties of the landlord or tenant arising under this chapter, other applicable law, or the rental
 1622 agreement.

1623 **§ 55-248.13. Landlord to maintain fit premises.**

1624 A. The landlord shall:

1625 1. Comply with the requirements of applicable building and housing codes materially affecting health
 1626 and safety;

1627 2. Make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable
 1628 condition;

1629 3. Keep all common areas shared by two or more *multifamily* dwelling units of the premises in a
 1630 clean and structurally safe condition;

1631 4. Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating,
 1632 ventilating, air-conditioning and other facilities and appliances, including elevators, supplied or required
 1633 to be supplied by him;

1634 5. Maintain the premises in such a condition as to prevent the accumulation of moisture and the
 1635 growth of mold, and to promptly respond to any notices from a tenant as provided in subdivision A 10
 1636 of § 55-248.16. Where there is visible evidence of mold, the landlord shall promptly remediate the mold
 1637 conditions in accordance with the requirements of subsection E of § 8.01-226.12 and reinspect the
 1638 dwelling unit to confirm that there is no longer visible evidence of mold in the dwelling unit. The
 1639 landlord shall make available to the tenant copies of any available written information related to the
 1640 remediation of mold *that is not protected by attorney-client privilege*;

1641 6. Provide and maintain appropriate receptacles and conveniences; ~~in common areas~~, for the
 1642 collection, storage, and removal of ashes, garbage, rubbish, and other waste incidental to the occupancy
 1643 of ~~two or more~~ dwelling units and arrange for the removal of same; *and*

1644 7. Supply running water and reasonable amounts of hot water at all times and reasonable air
 1645 conditioning if provided and heat in season except where the dwelling unit is so constructed that heat,
 1646 air conditioning or hot water is generated by an installation within the exclusive control of the tenant or
 1647 supplied by a direct public utility connection; ~~and~~

1648 ~~8. Maintain any carbon monoxide alarm that has been installed by the landlord in a dwelling unit.~~

1649 B. The landlord shall perform the duties imposed by subsection A in accordance with law; however,
 1650 the landlord shall only be liable for the tenant's actual damages proximately caused by the landlord's
 1651 failure to exercise ordinary care.

1652 C. If the duty imposed by subdivision A 1 ~~of subsection A~~ is greater than any duty imposed by any
 1653 other subdivision of that subsection, the landlord's duty shall be determined by reference to subdivision
 1654 A 1 ~~of subsection A~~.

1655 D. The landlord and tenant may agree in writing that the tenant perform the landlord's duties
 1656 specified in subdivisions A 2, 3, 4, 6, and 7 ~~of subsection A~~ and also specified repairs, maintenance
 1657 tasks, alterations, and remodeling, but only if the transaction is entered into in good faith and not for the

1658 purpose of evading the obligations of the landlord, and if the agreement does not diminish or affect the
 1659 obligation of the landlord to other tenants in ~~the~~ a multifamily premises.

1660 **§ 55-248.13:1. Landlord to provide locks and peepholes.**

1661 The governing body of any ~~county, city or town~~ locality may require by ordinance that any landlord
 1662 who rents five or more multifamily dwelling units in any one building shall install:

1663 1. Dead-bolt locks which meet the requirements of the Uniform Statewide Building Code (§ 36-97 et
 1664 seq.) for new ~~multi-family~~ multifamily construction and peepholes in any exterior swinging entrance door
 1665 to any such unit; however, any door having a glass panel shall not require a peephole.

1666 2. Manufacturer's locks ~~which~~ that meet the requirements of the Uniform Statewide Building Code
 1667 and removable metal pins or charlie bars in accordance with the Uniform Statewide Building Code on
 1668 exterior sliding glass doors located in a building at any level or levels designated in the ordinance.

1669 3. Locking devices ~~which~~ that meet the requirements of the Uniform Statewide Building Code on all
 1670 exterior windows.

1671 Any ordinance adopted pursuant to this section shall further provide that any landlord subject to the
 1672 ordinance shall have a reasonable time as determined by the governing body in which to comply with
 1673 the requirements of the ordinance.

1674 **§ 55-248.13:2. Access of tenant to cable, satellite and other television facilities.**

1675 No landlord of a multifamily dwelling unit shall demand or accept payment of any fee, charge or
 1676 other thing of value from any provider of cable television service, cable modem service, satellite master
 1677 antenna television service, direct broadcast satellite television service, subscription television service or
 1678 service of any other television programming system in exchange for granting a television service
 1679 provider mere access to the landlord's tenants or giving the tenants of such landlord mere access to such
 1680 service. A landlord may enter into a service agreement with a television service provider to provide
 1681 marketing and other services to the television service provider, designed to facilitate the television
 1682 service provider's delivery of its services. Under such a service agreement, the television service
 1683 provider may compensate the landlord for the reasonable value of the services provided, and for the
 1684 reasonable value of the landlord's property used by the television service provider.

1685 No landlord shall demand or accept any such payment from any tenants in exchange therefor unless
 1686 the landlord is itself the provider of the service. Nor shall any landlord discriminate in rental charges
 1687 between tenants who receive any such service and those who do not. Nothing contained herein shall
 1688 prohibit a landlord from requiring that the provider of such service and the tenant bear the entire cost of
 1689 the installation, operation or removal of the facilities incident thereto, or prohibit a landlord from
 1690 demanding or accepting reasonable indemnity or security for any damages caused by such installation,
 1691 operation or removal.

1692 **§ 55-248.15:1. Security deposits.**

1693 A. A landlord may not demand or receive a security deposit, however denominated, in an amount or
 1694 value in excess of two months' periodic rent. Upon termination of the tenancy, such security deposit,
 1695 whether it is property or money held by the landlord as security as hereinafter provided may be applied
 1696 solely by the landlord (i) to the payment of accrued rent and including the reasonable charges for late
 1697 payment of rent specified in the rental agreement; (ii) to the payment of the amount of damages which
 1698 the landlord has suffered by reason of the tenant's noncompliance with § 55-248.16, less reasonable wear
 1699 and tear; or (iii) to other damages or charges as provided in the rental agreement. The security deposit
 1700 and any deductions, damages and charges shall be itemized by the landlord in a written notice given to
 1701 the tenant, together with any amount due the tenant within 45 days after termination of the tenancy and
 1702 delivery of possession.

1703 Where there is more than one tenant subject to a rental agreement, unless otherwise agreed to in
 1704 writing by each of the tenants, disposition of the security deposit shall be made with one check being
 1705 payable to all such tenants and sent to a forwarding address provided by one of the tenants. ~~Regardless~~
 1706 ~~of the number of tenants subject to a rental agreement, if~~ The landlord shall make the security deposit
 1707 disposition within the 45-day time period, but if a tenant fails to provide a forwarding address to the
 1708 landlord, the landlord may continue to hold such security deposit in escrow. If a tenant fails to provide
 1709 a forwarding address to the landlord to enable the landlord to make a refund of the security deposit,
 1710 upon the expiration of one year from the date of the end of the 45-day time period, the landlord shall,
 1711 within a reasonable period of time not to exceed 90 days, escheat the balance of such security deposit
 1712 and any other moneys due the tenant to the Commonwealth, which sums shall be sent to the Virginia
 1713 Department of Housing and Community Development, payable to the State Treasurer, and credited to
 1714 the Virginia Housing Trust Fund established pursuant to ~~§ 36-142~~ Literary Fund. Upon payment to the
 1715 Commonwealth, the landlord shall have no further liability to any tenant relative to the security deposit.
 1716 If the landlord or managing agent is a real estate licensee, compliance with this paragraph shall be
 1717 deemed compliance with § 54.1-2108 and corresponding regulations of the Real Estate Board.

1718 Nothing in this section shall be construed by a court of law or otherwise as entitling the tenant, upon
 1719 the termination of the tenancy, to an immediate credit against the tenant's delinquent rent account in the

1720 amount of the security deposit. The landlord shall apply the security deposit in accordance with this
 1721 section within the 45-day time period. However, provided the landlord has given prior written notice in
 1722 accordance with this section, the landlord may withhold a reasonable portion of the security deposit to
 1723 cover an amount of the balance due on the water, sewer, or other utility account that is an obligation of
 1724 the tenant to a third-party provider under the rental agreement for the dwelling unit, and upon payment
 1725 of such obligations the landlord shall provide written confirmation to the tenant within 10 days
 1726 thereafter, along with payment to the tenant of any balance otherwise due to the tenant. In order to
 1727 withhold such funds as part of the disposition of the security deposit, the landlord shall have so advised
 1728 the tenant of his rights and obligations under this section in (i) (a) a termination notice to the tenant in
 1729 accordance with this chapter, (ii) (b) a vacating notice to the tenant in accordance with this section, or
 1730 (iii) (c) a separate written notice to the tenant at least 15 days prior to the disposition of the security
 1731 deposit. Any written notice to the tenant shall be given in accordance with § 55-248.6.

1732 The tenant may provide the landlord with written confirmation of the payment of the final water,
 1733 sewer, or other utility bill for the dwelling unit, in which case the landlord shall refund the security
 1734 deposit, unless there are other authorized deductions, within the 45-day period, or if the tenant provides
 1735 such written confirmation after the expiration of the 45-day period, the landlord shall refund any
 1736 remaining balance of the security deposit held to the tenant within 10 days following the receipt of such
 1737 written confirmation provided by the tenant. If the landlord otherwise receives confirmation of payment
 1738 of the final water, sewer, or other utility bill for the dwelling unit, the landlord shall refund the security
 1739 deposit, unless there are other authorized deductions, within the 45-day period.

1740 Nothing in this section shall be construed to prohibit the landlord from making the disposition of the
 1741 security deposit prior to the 45-day period and charging an administrative fee to the tenant for such
 1742 expedited processing, if the rental agreement so provides and the tenant requests expedited processing in
 1743 a separate written document.

1744 The landlord shall notify the tenant in writing of any deductions provided by this subsection to be
 1745 made from the tenant's security deposit during the course of the tenancy. Such notification shall be made
 1746 within 30 days of the date of the determination of the deduction and shall itemize the reasons in the
 1747 same manner as provided in subsection B. Such notification shall not be required for deductions made
 1748 less than 30 days prior to the termination of the rental agreement. If the landlord willfully fails to
 1749 comply with this section, the court shall order the return of the security deposit to the tenant, together
 1750 with actual damages and reasonable attorney fees, unless the tenant owes rent to the landlord, in which
 1751 case, the court shall order an amount equal to the security deposit credited against the rent due to the
 1752 landlord. In the event that damages to the premises exceed the amount of the security deposit and
 1753 require the services of a third party contractor, the landlord shall give written notice to the tenant
 1754 advising him of that fact within the 45-day period. If notice is given as prescribed in this paragraph, the
 1755 landlord shall have an additional 15-day period to provide an itemization of the damages and the cost of
 1756 repair. This section shall not preclude the landlord or tenant from recovering other damages to which he
 1757 may be entitled under this chapter. The holder of the landlord's interest in the premises at the time of
 1758 the termination of the tenancy, regardless of how the interest is acquired or transferred, is bound by this
 1759 section and shall be required to return any security deposit received by the original landlord that is duly
 1760 owed to the tenant, whether or not such security deposit is transferred with the landlord's interest by law
 1761 or equity, regardless of any contractual agreements between the original landlord and his successors in
 1762 interest.

1763 B. The landlord shall:

1764 1. Maintain and itemize records for each tenant of all deductions from security deposits provided for
 1765 under this section which the landlord has made by reason of a tenant's noncompliance with § 55-248.16
 1766 during the preceding two years; and

1767 2. Permit a tenant or his authorized agent or attorney to inspect such tenant's records of deductions at
 1768 any time during normal business hours.

1769 C. Upon request by the landlord to a tenant to vacate, or within five days after receipt of notice by
 1770 the landlord of the tenant's intent to vacate, the landlord shall ~~make reasonable efforts to advise~~ *provide*
 1771 *written notice* to the tenant of the tenant's right to be present at the landlord's inspection of the dwelling
 1772 unit for the purpose of determining the amount of security deposit to be returned. If the tenant desires to
 1773 be present when the landlord makes the inspection, he shall so advise the landlord in writing who, in
 1774 turn, shall notify the tenant of the time and date of the inspection, which must be made within 72 hours
 1775 of delivery of possession. ~~Upon completion of the inspection attended by the tenant, the landlord shall~~
 1776 ~~furnish the tenant with an itemized list of damages to the dwelling unit known to exist at the time of the~~
 1777 ~~inspection~~ *Following the move-out inspection, the landlord shall provide the tenant with a written*
 1778 *security deposit disposition statement, including an itemized list of damages. If additional damages are*
 1779 *discovered by the landlord after the security deposit disposition has been made, nothing herein shall be*
 1780 *construed to preclude the landlord from recovery of such damages against the tenant.*

1781 D. If the tenant has any assignee or sublessee, the landlord shall be entitled to hold a security deposit
 1782 from only one party in compliance with the provisions of this section.

1783 **§ 55-248.16. Tenant to maintain dwelling unit.**

1784 A. In addition to the provisions of the rental agreement, the tenant shall:

1785 1. Comply with all obligations primarily imposed upon tenants by applicable provisions of building
 1786 and housing codes materially affecting health and safety;

1787 2. Keep that part of the dwelling unit and the part of the premises that he occupies and uses as clean
 1788 and safe as the condition of the premises permit;

1789 3. Keep that part of the dwelling unit and the part of the premises that he occupies free from insects
 1790 and pests, as those terms are defined in § 3.2-3900, and to promptly notify the landlord of the existence
 1791 of any insects or pests;

1792 4. Remove from his dwelling unit all ashes, garbage, rubbish and other waste in a clean and safe
 1793 manner and in the appropriate receptacles provided by the landlord pursuant to § 55-248.13, if such
 1794 disposal is on the premises;

1795 5. Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition
 1796 permits;

1797 6. Use in a reasonable manner all utilities and all electrical, plumbing, sanitary, heating, ventilating,
 1798 air-conditioning and other facilities and appliances including ~~elevators~~ *an elevator* in ~~the~~ *a multifamily*
 1799 premises, and keep all utility services paid for by the tenant to the utility service provider or its agent
 1800 on at all times during the term of the rental agreement;

1801 7. Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises
 1802 or permit any person to do so whether known by the tenant or not;

1803 8. Not remove or tamper with a properly functioning smoke detector installed by the landlord,
 1804 including removing any working batteries, so as to render the detector inoperative and shall maintain the
 1805 smoke detector in accordance with the uniform set of standards for maintenance of smoke detectors
 1806 established in the Uniform Statewide Building Code (§ 36-97 et seq.);

1807 9. Not remove or tamper with a properly functioning carbon monoxide alarm installed by the
 1808 landlord *in a multifamily premises*, including removing any working batteries, so as to render the carbon
 1809 monoxide detector inoperative and shall maintain the carbon monoxide alarm in accordance with the
 1810 uniform set of standards for maintenance of carbon monoxide alarms established in the Uniform
 1811 Statewide Building Code (§ 36-97 et seq.);

1812 10. Use reasonable efforts to maintain the dwelling unit and any other part of the premises that he
 1813 occupies in such a condition as to prevent accumulation of moisture and the growth of mold, and to
 1814 promptly notify the landlord of any moisture accumulation that occurs or of any visible evidence of
 1815 mold discovered by the tenant;

1816 11. Not paint or disturb painted surfaces or make alterations in the dwelling unit without the prior
 1817 written approval of the landlord, provided *that* (i) the dwelling unit was constructed prior to 1978 and
 1818 therefore requires the landlord to provide the tenant with lead-based paint disclosures and (ii) the
 1819 landlord has provided the tenant with such disclosures and the rental agreement provides that the tenant
 1820 is required to obtain the landlord's prior written approval before painting, disturbing painted surfaces, or
 1821 making alterations in the dwelling unit;

1822 12. Be responsible for his conduct and the conduct of other persons on the premises with his consent
 1823 whether known by the tenant or not, to ensure that his neighbors' peaceful enjoyment of the premises
 1824 will not be disturbed; and

1825 13. Abide by all reasonable rules and regulations imposed by the landlord pursuant to ~~§ 55-248.17~~.

1826 B. If the duty imposed by subdivision 1 of subsection A is greater than any duty imposed by any
 1827 other subdivision of that subsection, the tenant's duty shall be determined by reference to subdivision 1.

1828 **§ 55-248.17. Rules and regulations.**

1829 A. A landlord, from time to time, may adopt rules or regulations, however described, concerning the
 1830 tenants' use and occupancy of the *dwelling unit and* premises. Any such rule or regulation is enforceable
 1831 against the tenant only if:

1832 1. Its purpose is to promote the convenience, safety or welfare of the tenants in the premises,
 1833 preserve the landlord's property from abusive use or make a fair distribution of services and facilities
 1834 held out for the tenants generally;

1835 2. It is reasonably related to the purpose for which it is adopted;

1836 3. It applies to all tenants in the premises in a fair manner;

1837 4. It is sufficiently explicit in its prohibition, direction or limitation of the tenant's conduct to fairly
 1838 inform him of what he must or must not do to comply;

1839 5. It is not for the purpose of evading the obligations of the landlord; and

1840 6. The tenant has been provided with a copy of the rules and regulations or changes thereto at the
 1841 time he enters into the rental agreement or when they are adopted.

1842 B. A rule or regulation adopted, changed, or provided to the tenant after the tenant enters into the

1843 rental agreement shall be enforceable against the tenant if reasonable notice of its adoption or change
 1844 has been given to the tenant and it does not work a substantial modification of his bargain. If a rule or
 1845 regulation is adopted or changed after the tenant enters into the rental agreement that does work a
 1846 substantial modification of his bargain, it shall not be valid unless the tenant consents to it in writing.

1847 C. Any court enforcing this chapter shall consider violations of the reasonable rules and regulations
 1848 imposed under this section as a breach of the rental agreement and grant the landlord appropriate relief.

1849 **§ 55-248.18. Access; consent; correction of nonemergency conditions; relocation of tenant.**

1850 A. The tenant shall not unreasonably withhold consent to the landlord to enter into the dwelling unit
 1851 in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or
 1852 improvements, supply necessary or agreed services or exhibit the dwelling unit to prospective or actual
 1853 purchasers, mortgagees, tenants, workmen or contractors. If, upon inspection of a dwelling unit during
 1854 the term of a tenancy, the landlord determines there is a violation by the tenant of § 55-248.16 or the
 1855 rental agreement materially affecting health and safety that can be remedied by repair, replacement of a
 1856 damaged item or cleaning in accordance with § 55-248.32, the landlord may make such repairs and
 1857 send the tenant an invoice for payment. If, upon inspection of the dwelling unit during the term of a
 1858 tenancy, the landlord discovers a violation of the rental agreement, this chapter, or other applicable law,
 1859 the landlord may send a written notice of termination pursuant to § 55-248.31. If the rental agreement so
 1860 provides and if a tenant without reasonable justification declines to permit the landlord or managing
 1861 agent to exhibit the dwelling unit for sale or lease, the landlord may recover damages, costs, and
 1862 reasonable attorney fees against such tenant.

1863 The landlord may enter the dwelling unit without consent of the tenant in case of emergency. The
 1864 landlord shall not abuse the right of access or use it to harass the tenant. Except in case of emergency
 1865 or if it is impractical to do so, the landlord shall give the tenant notice of his intent to enter and may
 1866 enter only at reasonable times. Unless impractical to do so, the landlord shall give the tenant at least
 1867 24-hours' notice of routine maintenance to be performed that has not been requested by the tenant. If the
 1868 tenant makes a request for maintenance, the landlord is not required to provide notice to the tenant.
 1869 *During the pendency of an unlawful detainer filed by the landlord against the tenant, the landlord may*
 1870 *request the court to enter an order holding the tenant in contempt for failure to provide the landlord*
 1871 *with access to such dwelling unit.*

1872 B. Upon the sole determination by the landlord of the existence of a nonemergency property
 1873 condition in the dwelling unit that requires the tenant to temporarily vacate the dwelling unit in order
 1874 for the landlord to properly remedy such property condition, the landlord may, upon at least 30 days'
 1875 written notice to the tenant, require the tenant to temporarily vacate the dwelling unit for a period not to
 1876 exceed 30 days to a comparable dwelling unit, *or hotel*, as selected by the landlord, and at no expense
 1877 or cost to the tenant. *The landlord shall not be required to pay for any other expenses of the tenant*
 1878 *beyond the temporary relocation period.* The landlord and tenant may agree for the tenant to temporarily
 1879 vacate the dwelling unit in less than 30 days. For purposes of this subsection, "nonemergency property
 1880 condition" means (i) a condition in the dwelling unit that, in the determination of the landlord, is
 1881 necessary for the landlord to remedy in order for the landlord to be in compliance with § 55-248.13; (ii)
 1882 the condition does not need to be remedied within a 24-hour period, with any condition that needs to be
 1883 remedied within 24 hours being defined as an "emergency condition"; and (iii) the condition can only be
 1884 effectively remedied by the temporary relocation of the tenant pursuant to the provisions of this
 1885 subsection.

1886 The tenant shall continue to be responsible for payment of rent under the rental agreement during the
 1887 period of any temporary relocation. The landlord shall pay all costs of repairs or remediation required to
 1888 address the property condition. Refusal of the tenant to cooperate with a temporary relocation pursuant
 1889 to this subsection shall be deemed a breach of the rental agreement, unless the tenant agrees to vacate
 1890 the unit and terminate the rental agreement within the 30-day notice period. If the landlord properly
 1891 remedies the nonemergency property condition within the 30-day period, nothing herein shall be
 1892 construed to entitle the tenant to terminate the rental agreement. Further, nothing herein shall be
 1893 construed to limit the landlord from taking legal action against the tenant for any noncompliance that
 1894 occurs during the period of any temporary relocation pursuant to this section. *During the pendency of an*
 1895 *unlawful detainer filed by the landlord against the tenant, the landlord may request the court to enter*
 1896 *an order holding the tenant in contempt for failure to provide the landlord with access to such dwelling*
 1897 *unit.*

1898 C. The landlord has no other right to access except by court order or that permitted by §§ 55-248.32
 1899 and 55-248.33 or if the tenant has abandoned or surrendered the premises.

1900 D. The tenant may install, within the dwelling unit, new burglary prevention, including chain latch
 1901 devices approved by the landlord, and fire detection devices, that the tenant may believe necessary to
 1902 ensure his safety, provided:

1903 1. Installation does no permanent damage to any part of the dwelling unit.

1904 2. A duplicate of all keys and instructions of how to operate all devices are given to the landlord.

1905 3. Upon termination of the tenancy, the tenant shall be responsible for payment to the landlord for
1906 reasonable costs incurred for the removal of all such devices and repairs to all damaged areas.

1907 E. Upon written request of the tenant *in a multifamily dwelling unit*, the landlord shall install a
1908 carbon monoxide alarm in the tenant's dwelling unit within 90 days of such request and may charge the
1909 tenant a reasonable fee to recover the costs of *the equipment and labor for* such installation. The
1910 landlord's installation of a carbon monoxide alarm shall be in compliance with the Uniform Statewide
1911 Building Code.

1912 **§ 55-248.18:2. Relocation of tenant where mold remediation needs to be performed in the**
1913 **dwelling unit.**

1914 Where a mold condition in the dwelling unit materially affects the health or safety of any tenant or
1915 authorized occupant, the landlord may require the tenant to temporarily vacate the dwelling unit in order
1916 for the landlord to perform mold remediation in accordance with professional standards as defined in
1917 § 55-248.4 for a period not to exceed 30 days. The landlord shall provide the tenant with either (i) a
1918 comparable dwelling unit, as selected by the landlord, at no expense or cost to the tenant, or (ii) a hotel
1919 room *as selected by the landlord*, at no expense or cost to the tenant. *The landlord shall not be required*
1920 *to pay for any other expenses of the tenant.* The tenant shall continue to be responsible for payment of
1921 rent under the rental agreement during the period of any temporary relocation and for the remainder of
1922 the term of the rental agreement following the remediation. Nothing in this section shall be construed as
1923 entitling the tenant to a termination of a tenancy where or when the landlord has remediated a mold
1924 condition in accordance with professional standards as defined in § 55-248.4. The landlord shall pay all
1925 costs of the relocation and the mold remediation, unless the mold is a result of the tenant's failure to
1926 comply with § 55-248.16.

1927 **§ 55-248.21:1. Early termination of rental agreement by military personnel.**

1928 A. Any member of the armed forces of the United States or a member of the National Guard serving
1929 on full-time duty or as a Civil Service technician with the National Guard may, through the procedure
1930 detailed in subsection B, terminate his rental agreement if the member (i) has received permanent
1931 change of station orders to depart 35 miles or more (radius) from the location of the dwelling unit; (ii)
1932 has received temporary duty orders in excess of three months' duration to depart 35 miles or more
1933 (radius) from the location of the dwelling unit; (iii) is discharged or released from active duty with the
1934 ~~armed forces~~ *Armed Forces* of the United States or from his full-time duty or technician status with the
1935 National Guard; or (iv) is ordered to report to government-supplied quarters resulting in the forfeiture of
1936 basic allowance for quarters.

1937 B. Tenants who qualify to terminate a rental agreement pursuant to subsection A shall do so by
1938 serving on the landlord a written notice of termination to be effective on a date stated therein, such date
1939 to be not less than 30 days after the first date on which the next rental payment is due and payable after
1940 the date on which the written notice is given. The termination date shall be no more than 60 days prior
1941 to the date of departure necessary to comply with the official orders or any supplemental instructions for
1942 interim training or duty prior to the transfer. Prior to the termination date, the tenant shall furnish the
1943 landlord with a copy of the official notification of the orders or a signed letter, confirming the orders,
1944 from the tenant's commanding officer.

1945 The landlord may not charge any liquidated damages.

1946 C. Nothing in this section shall affect the tenant's obligations established by § 55-248.16.

1947 ~~D. The exemption provided in subdivision 10 of subsection A of § 55-248.5 shall not apply to this~~
1948 ~~section.~~

1949 **§ 55-248.24. Fire or casualty damage.**

1950 If the dwelling unit or premises are damaged or destroyed by fire or casualty to an extent that the
1951 tenant's enjoyment of the dwelling unit is substantially impaired or required repairs can only be
1952 accomplished if the tenant vacates the dwelling unit, either the tenant or the landlord may terminate the
1953 rental agreement. The tenant may terminate the rental agreement by vacating the premises and within 14
1954 days thereafter, serve on the landlord a written notice of his intention to terminate the rental agreement,
1955 in which case the rental agreement terminates as of the date of vacating; or if continued occupancy is
1956 lawful, § 55-226 shall apply.

1957 The landlord may terminate the rental agreement by giving the tenant 14 days' notice of his intention
1958 to terminate the rental agreement based upon the landlord's determination that such damage requires the
1959 removal of the tenant and the use of the premises is substantially impaired, in which case the rental
1960 agreement terminates as of the expiration of the notice period.

1961 If the rental agreement is terminated, the landlord shall return all security deposits in accordance with
1962 § 55-248.15:1 and prepaid rent, plus accrued interest, recoverable by law unless the landlord reasonably
1963 believes that the tenant, tenant's guests, invitees or authorized occupants were the cause of the damage
1964 or casualty, in which case the landlord shall ~~account~~ *provide a written statement* to the tenant for the
1965 security and prepaid rent, plus accrued interest based upon the damage or casualty, and may recover

1966 actual damages sustained pursuant to § 55-248.35. ~~Accounting~~ *Proration* for rent in the event of
1967 termination or apportionment shall be made as of the date of the casualty.

1968 **§ 55-248.27. Tenant's assertion; rent escrow.**

1969 A. The tenant may assert that there exists upon the leased premises, a condition or conditions which
1970 constitute a material noncompliance by the landlord with the rental agreement or with provisions of law,
1971 or which if not promptly corrected, will constitute a fire hazard or serious threat to the life, health or
1972 safety of occupants thereof, including but not limited to, a lack of heat or hot or cold running water,
1973 except if the tenant is responsible for payment of the utility charge and where the lack of such heat or
1974 hot or cold running water is the direct result of the tenant's failure to pay the utility charge; or of light,
1975 electricity or adequate sewage disposal facilities; or an infestation of rodents, ~~except if the property is a~~
1976 ~~one-family dwelling~~; or of the existence of paint containing lead pigment on surfaces within the
1977 dwelling, provided that the landlord has notice of such paint. The tenant may file such an assertion in a
1978 general district court wherein the premises are located by a declaration setting forth such assertion and
1979 asking for one or more forms of relief as provided for in subsection D.

1980 B. Prior to the granting of any relief, the tenant shall show to the satisfaction of the court that:

1981 1. Prior to the commencement of the action the landlord was served a written notice by the tenant of
1982 the conditions described in subsection A, or was notified of such conditions by a violation or
1983 condemnation notice from an appropriate state or municipal agency, and that the landlord has refused, or
1984 having a reasonable opportunity to do so, has failed to remedy the same. For the purposes of this
1985 subsection, what period of time shall be deemed to be unreasonable delay is left to the discretion of the
1986 court except that there shall be a rebuttable presumption that a period in excess of ~~thirty~~ 30 days from
1987 receipt of the notification by the landlord is unreasonable; and

1988 2. The tenant has paid into court the amount of rent called for under the rental agreement, within
1989 five days of the date due thereunder, unless or until such amount is modified by subsequent order of the
1990 court under this chapter.

1991 C. It shall be sufficient answer or rejoinder to a declaration pursuant to subsection A if the landlord
1992 establishes to the satisfaction of the court that the conditions alleged by the tenant do not in fact exist,
1993 or such conditions have been removed or remedied, or such conditions have been caused by the tenant
1994 or members of his family or his or their invitees or licensees, or the tenant has unreasonably refused
1995 entry to the landlord to the premises for the purpose of correcting such conditions.

1996 D. Any court shall make findings of fact on the issues before it and shall issue any order that may
1997 be required. Such an order may include, but is not limited to, any one or more of the following:

1998 1. Terminating the rental agreement upon the request of the tenant or ordering the premises
1999 surrendered to the landlord if the landlord prevails on a request for possession pursuant to an unlawful
2000 detainer properly filed with the court;

2001 2. Ordering all moneys already accumulated in escrow disbursed to the landlord or to the tenant in
2002 accordance with this chapter;

2003 3. Ordering that the escrow be continued until the conditions causing the complaint are remedied;

2004 4. Ordering that the amount of rent, whether paid into the escrow account or paid to the landlord, be
2005 abated as determined by the court in such an amount as may be equitable to represent the existence of
2006 the condition or conditions found by the court to exist. In all cases where the court deems that the
2007 tenant is entitled to relief under this chapter, the burden shall be upon the landlord to show cause why
2008 there should not be an abatement of rent;

2009 5. Ordering any amount of moneys accumulated in escrow disbursed to the tenant where the landlord
2010 refuses to make repairs after a reasonable time or to the landlord or to a contractor chosen by the
2011 landlord in order to make repairs or to otherwise remedy the condition. In either case, the court shall in
2012 its order insure that moneys thus disbursed will be in fact used for the purpose of making repairs or
2013 effecting a remedy;

2014 6. Referring any matter before the court to the proper state or municipal agency for investigation and
2015 report and granting a continuance of the action or complaint pending receipt of such investigation and
2016 report. When such a continuance is granted, the tenant shall deposit with the court rents within five days
2017 of date due under the rental agreement, subject to any abatement under this section, which become due
2018 during the period of the continuance, to be held by the court pending its further order;

2019 7. In its discretion, ordering escrow funds disbursed to pay a mortgage on the property in order to
2020 stay a foreclosure; or

2021 8. In its discretion, ordering escrow funds disbursed to pay a creditor to prevent or satisfy a bill to
2022 enforce a mechanic's or materialman's lien.

2023 Notwithstanding any provision of this subsection, where an escrow account is established by the
2024 court and the condition or conditions are not fully remedied within six months of the establishment of
2025 such account, and the landlord has not made reasonable attempts to remedy the condition, the court shall
2026 award all moneys accumulated in escrow to the tenant. In such event, the escrow shall not be

2027 terminated, but shall begin upon a new six-month period with the same result if, at the end thereof, the
 2028 condition or conditions have not been remedied.

2029 E. The initial hearing on the tenant's assertion filed pursuant to subsection A shall be held within
 2030 fifteen calendar days from the date of service of process on the landlord as authorized by § 55-248.12,
 2031 except that the court shall order an earlier hearing where emergency conditions are alleged to exist upon
 2032 the premises, such as failure of heat in winter, lack of adequate sewage facilities or any other condition
 2033 which constitutes an immediate threat to the health or safety of the inhabitants of the leased premises.
 2034 The court, on motion of either party or on its own motion, may hold hearings subsequent to the initial
 2035 proceeding in order to further determine the rights and obligations of the parties. Distribution of escrow
 2036 moneys may only occur by order of the court after a hearing of which both parties are given notice as
 2037 required by law or upon motion of both the landlord and tenant or upon certification by the appropriate
 2038 inspector that the work required by the court to be done has been satisfactorily completed. If the tenant
 2039 proceeds under this subsection, he may not proceed under any other section of this article as to that
 2040 breach.

2041 **§ 55-248.31. Noncompliance with rental agreement; monetary penalty.**

2042 A. Except as provided in this chapter, if there is a material noncompliance by the tenant with the
 2043 rental agreement or a violation of § 55-248.16 materially affecting health and safety, the landlord may
 2044 serve a written notice on the tenant specifying the acts and omissions constituting the breach and stating
 2045 that the rental agreement will terminate upon a date not less than 30 days after receipt of the notice if
 2046 the breach is not remedied in 21 days, and that the rental agreement shall terminate as provided in the
 2047 notice.

2048 B. If the breach is remediable by repairs or the payment of damages or otherwise and the tenant
 2049 adequately remedies the breach prior to the date specified in the notice, the rental agreement shall not
 2050 terminate.

2051 C. If the tenant commits a breach which is not remediable, the landlord may serve a written notice
 2052 on the tenant specifying the acts and omissions constituting the breach and stating that the rental
 2053 agreement will terminate upon a date not less than 30 days after receipt of the notice. Notwithstanding
 2054 anything to the contrary contained elsewhere in this chapter, when a breach of the tenant's obligations
 2055 under this chapter or the rental agreement involves or constitutes a criminal or a willful act, which is not
 2056 remediable and which poses a threat to health or safety, the landlord may terminate the rental agreement
 2057 immediately and proceed to obtain possession of the premises. For purposes of this subsection, any
 2058 illegal drug activity involving a controlled substance, as used or defined by the Drug Control Act (§
 2059 54.1-3400 et seq.), *or any activity that involves or constitutes a criminal or willful act*, by the tenant,
 2060 the tenant's authorized occupants, or the tenant's guests or invitees, shall constitute an immediate
 2061 nonremediable violation for which the landlord may proceed to terminate the tenancy without the
 2062 necessity of waiting for a conviction of any criminal offense that may arise out of the same actions. In
 2063 order to obtain an order of possession from a court of competent jurisdiction terminating the tenancy for
 2064 illegal drug activity or for any other ~~action~~ activity that involves or constitutes a criminal or willful act,
 2065 the landlord shall prove any such violations by a preponderance of the evidence. However, where the
 2066 illegal drug activity *or any activity that involves or constitutes a criminal or willful act* engaged in by
 2067 a tenant's authorized occupants, or guests or invitees, the tenant shall be presumed to have knowledge of
 2068 such ~~illegal drug activity~~ activities unless the presumption is rebutted by a preponderance of the
 2069 evidence. The initial hearing on the landlord's action for immediate possession of the premises shall be
 2070 held within 15 calendar days from the date of service on the tenant; however, the court shall order an
 2071 earlier hearing when emergency conditions are alleged to exist upon the premises which constitute an
 2072 immediate threat to the health or safety of the other tenants. After the initial hearing, if the matter is
 2073 scheduled for a subsequent hearing or for a contested trial, the court, to the extent practicable, shall
 2074 order that the matter be given priority on the court's docket. Such subsequent hearing or contested trial
 2075 shall be heard no later than 30 *calendar* days from the date of service on the tenant. During the interim
 2076 period between the date of the initial hearing and the date of any subsequent hearing or contested trial,
 2077 the court may afford any further remedy or relief as is necessary to protect the interests of parties to the
 2078 proceeding or the interests of any other tenant residing on the premises. Failure by the court to hold
 2079 either of the hearings within the time limits set out herein shall not be a basis for dismissal of the case.

2080 D. If the tenant is a victim of family abuse as defined in § 16.1-228 that occurred in the dwelling
 2081 unit or on the premises and the perpetrator is barred from the dwelling unit pursuant to § 55-248.31:01
 2082 based upon information provided by the tenant to the landlord, or by a protective order from a court of
 2083 competent jurisdiction pursuant to § 16.1-253.1, 16.1-279.1, or subsection B of § 20-103, the lease shall
 2084 not terminate due solely to an act of family abuse against the tenant. However, these provisions shall not
 2085 be applicable if (i) the tenant fails to provide written documentation corroborating the tenant's status as a
 2086 victim of family abuse and the exclusion from the dwelling unit of the perpetrator no later than 21 days
 2087 from the alleged offense or (ii) the perpetrator returns to the dwelling unit or the premises, in violation
 2088 of a bar notice, and the tenant fails promptly to notify the landlord within 24 hours thereafter that the

2089 perpetrator has returned to the dwelling unit or the premises, unless the tenant proves by a
 2090 preponderance of the evidence that the tenant had no actual knowledge that the perpetrator violated the
 2091 bar notice, or it was not possible for the tenant to notify the landlord within 24 hours, in which case the
 2092 tenant shall promptly notify the landlord, but in no event more than 7 days thereafter. If the provisions
 2093 of this subsection are not applicable, the tenant shall remain responsible for the acts of the other
 2094 co-tenants, authorized occupants or guests or invitees pursuant to § 55-248.16, and is subject to
 2095 termination of the tenancy pursuant to the lease and this chapter.

2096 E. If the tenant has been served with a prior written notice which required the tenant to remedy a
 2097 breach, and the tenant remedied such breach, where the tenant intentionally commits a subsequent
 2098 breach of a like nature as the prior breach, the landlord may serve a written notice on the tenant
 2099 specifying the acts and omissions constituting the subsequent breach, make reference to the prior breach
 2100 of a like nature, and state that the rental agreement will terminate upon a date not less than 30 days
 2101 after receipt of the notice.

2102 F. If rent is unpaid when due, and the tenant fails to pay rent within five days after written notice is
 2103 served on him notifying the tenant of his nonpayment, and of the landlord's intention to terminate the
 2104 rental agreement if the rent is not paid within the five-day period, the landlord may terminate the rental
 2105 agreement and proceed to obtain possession of the premises as provided in § 55-248.35. If a check for
 2106 rent is delivered to the landlord drawn on an account with insufficient funds, or if an electronic funds
 2107 transfer has been rejected because of insufficient funds or a stop-payment order has been placed in bad
 2108 faith by the authorizing party, and the tenant fails to pay rent within five days after written notice is
 2109 served on him notifying the tenant of his nonpayment and of the landlord's intention to terminate the
 2110 rental agreement if the rent is not paid by cash, cashier's check, certified check, or a completed
 2111 electronic funds transfer within the five-day period, the landlord may terminate the rental agreement and
 2112 proceed to obtain possession of the premises as provided in § 55-248.35. Nothing shall be construed to
 2113 prevent a landlord from seeking an award of costs or attorney fees under § 8.01-27.1 or civil recovery
 2114 under § 8.01-27.2, as a part of other damages requested on the unlawful detainer filed pursuant to
 2115 § 8.01-126, provided the landlord has given notice in accordance with § 55-248.6, which notice may be
 2116 included in the five-day termination notice provided in accordance with this section.

2117 G. Except as provided in this chapter, the landlord may recover damages and obtain injunctive relief
 2118 for any noncompliance by the tenant with the rental agreement or § 55-248.16. In the event of a breach
 2119 of the rental agreement or noncompliance by the tenant, the landlord shall be entitled to recover from
 2120 the tenant the following, regardless of whether or not a lawsuit is filed or an order obtained from a
 2121 court: (i) rent due and owing as contracted for in the rental agreement, (ii) other charges and fees as
 2122 contracted for in the rental agreement, (iii) late charges contracted for in the rental agreement, (iv)
 2123 reasonable attorney fees as contracted for in the rental agreement or as provided by law, (v) costs of the
 2124 proceeding as contracted for in the rental agreement or as provided by law only if court action has been
 2125 filed, and (vi) damages to the dwelling unit or premises as contracted for in the rental agreement.

2126 H. In a case where a lawsuit is pending before the court upon a breach of the rental agreement or
 2127 noncompliance by the tenant and the landlord prevails, the court shall award a money judgment to the
 2128 landlord and against the tenant for the relief requested, which may include the following: (i) rent due
 2129 and owing as of the court date as contracted for in the rental agreement; (ii) other charges and fees as
 2130 contracted for in the rental agreement; (iii) late charges contracted for in the rental agreement; (iv)
 2131 reasonable attorney fees as contracted for in the rental agreement or as provided by law, unless in any
 2132 such action the tenant proves by a preponderance of the evidence that the tenant's failure to pay rent or
 2133 vacate was reasonable; (v) costs of the proceeding as contracted for in the rental agreement or as
 2134 provided by law; and (vi) damages to the dwelling unit or premises.

2135 **§ 55-248.38:1. Disposal of property abandoned by tenants.**

2136 If any items of personal property are left in the dwelling unit, the premises, or in any storage area
 2137 provided by the landlord, after the rental agreement has terminated and delivery of possession has
 2138 occurred, the landlord may consider such property to be abandoned. The landlord may dispose of the
 2139 property so abandoned as the landlord sees fit or appropriate, provided he has: (i) given a termination
 2140 notice to the tenant in accordance with this chapter, which includes a statement that any items of
 2141 personal property left in the dwelling unit or the premises would be disposed of within the 24-hour
 2142 period after termination, (ii) given written notice to the tenant in accordance with § 55-248.33, which
 2143 includes a statement that any items of personal property left in the dwelling unit or the premises would
 2144 be disposed of within the 24-hour period after expiration of the seven-day notice period, or (iii) given a
 2145 separate written notice to the tenant, which includes a statement that any items of personal property left
 2146 in the dwelling unit or the premises would be disposed of within 24 hours after expiration of a 10-day
 2147 period from the date such notice was given to the tenant. Any written notice to the tenant shall be given
 2148 in accordance with § 55-248.6. The tenant shall have the right to remove his personal property from the
 2149 dwelling unit or the premises at reasonable times during the 24-hour period after termination or at such

2150 other reasonable times until the landlord has disposed of the remaining personal property of the tenant.

2151 During the 24-hour period and until the landlord disposes of the remaining personal property of the
 2152 tenant, the landlord shall not have any liability for the risk of loss for such personal property. If the
 2153 landlord fails to allow reasonable access to the tenant to remove his personal property as provided in
 2154 this section, the tenant shall have a right to injunctive or other relief as provided by law. If the landlord
 2155 received any funds from any sale of abandoned property as provided in this section, the landlord shall
 2156 pay such funds to the account of the tenant and apply same to any amounts due the landlord by the
 2157 tenant, including the reasonable costs incurred by the landlord in selling, storing or safekeeping such
 2158 property. If any such funds are remaining after application, the remaining funds shall be treated as a
 2159 security deposit under the provisions of § 55-248.15:1. The provisions of this section shall not be
 2160 applicable if the landlord has been granted a writ of possession for the premises in accordance with Title
 2161 8.01 and execution of such writ has been completed pursuant to § 8.01-470.

2162 *Nothing herein shall affect the right of a landlord to enforce an inchoate or perfected lien of the*
 2163 *landlord on the personal property of a tenant in a dwelling unit or on the premises leased to such*
 2164 *tenant and the right of a landlord to distress, levy, and seize such personal property as otherwise*
 2165 *provided by law.*

2166 **§ 55-248.38:3. Disposal of property of deceased tenants.**

2167 A. If a tenant, who is the sole occupant of tenant under a written rental agreement still residing in
 2168 the dwelling unit, dies, and there is no person authorized by order of the circuit court within 30 days of
 2169 the tenant's death to handle probate matters for the deceased tenant, the landlord may dispose of the
 2170 personal property left in the dwelling unit or upon the premises. However, the landlord shall give at
 2171 least 10 days' written notice to (i) the person identified in the rental application, lease agreement, or
 2172 other landlord document as the authorized person to contact in the event of the death or emergency of
 2173 the tenant or (ii) the tenant in accordance with § 55-248.6 if no such person is identified in the rental
 2174 application, lease agreement, or other landlord document as the authorized contact person. The notice
 2175 given under clause (i) or (ii) shall include a statement that any items of personal property left in the
 2176 premises would be treated as abandoned property and disposed of in accordance with the provisions of
 2177 § 55-248.38:1, if not claimed within 10 days. *Authorized occupants, or guests or invitees, are not*
 2178 *allowed to occupy the dwelling unit after the death of the sole remaining tenant and shall vacate the*
 2179 *dwelling unit prior to the end of the 10 day period.*

2180 B. The landlord may request that such authorized contact person provide reasonable proof of
 2181 identification. Thereafter, the authorized contact person identified in the rental application, lease
 2182 agreement, or other landlord document may (i) have access to the dwelling unit or the premises and to
 2183 the tenant records maintained by the landlord and (ii) rightfully claim the personal property of the
 2184 deceased tenant and otherwise handle the affairs of the deceased tenant with the landlord.

2185 C. The rental agreement is deemed to be terminated by the landlord as of the date of death of the
 2186 tenant, who is the sole occupant of tenant under a written rental agreement still residing in the dwelling
 2187 unit, and the landlord shall not be required to seek an order of possession from a court of competent
 2188 jurisdiction. The estate of the tenant shall remain liable for actual damages under § 55-248.35, and the
 2189 landlord shall mitigate damages as provided thereunder.

2190 **2. That § 55-248.5 of the Code of Virginia is repealed.**