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## SENATE BILL NO. 197

Senate Amendments in [ ] — January 25, 2018

A *BILL to amend and reenact §§ 55-225.47 and 55-248.34:1 of the Code of Virginia, relating to landlord and tenant law; notice requirements; landlord's acceptance of rent with reservation.*

Patron Prior to Engrossment—Senator Locke

Referred to Committee on General Laws and Technology

Be it enacted by the General Assembly of Virginia:

1. That §§ 55-225.47 and 55-248.34:1 of the Code of Virginia are amended and reenacted as follows:

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

A. ~~Provided that the landlord has given written notice to the tenant that the rent will be accepted with reservation, the~~ The landlord may accept full or partial payment of all rent and receive an order of possession from a court of competent jurisdiction pursuant to an unlawful detainer action filed under Article 13 (§ 8.01-124 et seq.) of Chapter 3 of Title 8.01 and proceed with eviction under § 55-225.41, ~~provided that the landlord has stated in a written notice to the tenant that any and all amounts owed to the landlord by the tenant, including payment of any rent, damages, money judgment, award of attorney fees, and court costs, would be accepted with reservation and would not constitute a waiver of the landlord's right to evict the tenant from the dwelling unit.~~ Such notice ~~shall~~ may be included in a written termination notice given by the landlord to the tenant in accordance with § 55-225.43 ~~or in a separate written notice given by the landlord to the tenant within five business days of receipt of the rent, and if so included, nothing herein shall be construed by a court of law or otherwise as requiring such landlord to give the tenant subsequent written notice.~~ Unless the landlord has given such notice in a termination notice in accordance with § 55-225.43, the landlord shall continue to give a separate written notice to the tenant within five business days of receipt of the rent that the landlord continues to accept the rent with reservation in accordance with this section until such time as the violation alleged in the termination notice has been remedied or the matter has been adjudicated in a court of competent jurisdiction. If the dwelling unit is a public housing unit or other housing unit subject to regulation by the Department of Housing and Urban Development, the landlord shall be deemed to have accepted rent with reservation pursuant to this subsection if the landlord gives the tenant the written notice required herein for the portion of the rent paid by the tenant ~~nothing herein shall be construed to require that written notice be given to any public agency paying a portion of the rent under the rental agreement.~~

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

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

D. C. If the tenant presents a redemption tender to the court at the return date, the court shall continue the action for unlawful detainer for 10 days following the return date for payment to the landlord of all rent due and owing as of the return date, including late charges, attorney fees, and court costs and dismissal of the action upon such payment. Should the landlord not receive full payment of all

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60 rent due and owing as of the return date, including late charges, attorney fees, and court costs, within 10  
61 days of the return date, the court shall, without further evidence, grant to the landlord judgment for all  
62 amounts due and immediate possession of the premises.

63 E. D. In cases of unlawful detainer, a tenant may pay the landlord or his attorney or pay into court  
64 all (i) rent due and owing as of the court date as contracted for in the rental agreement, (ii) other  
65 charges and fees as contracted for in the rental agreement, (iii) late charges contracted for in the rental  
66 agreement, (iv) reasonable attorney fees as contracted for in the rental agreement or as provided by law,  
67 and (v) costs of the proceeding as provided by law, at which time the unlawful detainer proceeding shall  
68 be dismissed. A tenant may invoke the rights granted in this section no more than one time during any  
69 12-month period of continuous residency in the dwelling unit, regardless of the term of the rental  
70 agreement or any renewal term thereof.

71 **§ 55-248.34:1. Landlord's acceptance of rent with reservation.**

72 A. Provided the landlord has given written notice to the tenant that the rent will be accepted with  
73 reservation, ~~the~~ The landlord may accept full or partial payment of all rent and receive an order of  
74 possession from a court of competent jurisdiction pursuant to an unlawful detainer action filed under  
75 Article 13 (§ 8.01-124 et seq.) of Chapter 3 of Title 8.01 and proceed with eviction under § 55-248.38:2,  
76 *provided that the landlord has stated in a written notice to the tenant that any and all amounts owed to*  
77 *the landlord by the tenant, including payment of any rent, damages, money judgment, award of attorney*  
78 *fees, and court costs, would be accepted with reservation and would not constitute a waiver of the*  
79 *landlord's right to evict the tenant from the dwelling unit.* Such notice [ ~~shall~~ may ] be included in a  
80 written termination notice given by the landlord to the tenant in accordance with § 55-248.31 or in a  
81 separate written notice given by the landlord to the tenant within five business days of receipt of the  
82 rent. Unless the landlord has given such notice in a termination notice in accordance with § 55-248.31,  
83 the landlord shall continue to give a separate written notice to the tenant within five business days of  
84 receipt of the rent that the landlord continues to accept the rent with reservation in accordance with this  
85 section until such time as the violation alleged in the termination notice has been remedied or the matter  
86 has been adjudicated in a court of competent jurisdiction [ ~~55-248.6~~ 55-248.31 ] , and if so included,  
87 *nothing herein shall be construed by a court of law or otherwise as requiring such landlord to give the*  
88 *tenant subsequent written notice.* If the dwelling unit is a public housing unit or other housing unit  
89 subject to regulation by the Department of Housing and Urban Development, the landlord shall be  
90 deemed to have accepted rent with reservation pursuant to this subsection if the landlord gives the tenant  
91 the written notice required herein for the portion of the rent paid by the tenant *nothing herein shall be*  
92 *construed to require that written notice be given to any public agency paying a portion of the rent*  
93 *under the rental agreement.*

94 B. Subsequent to the entry of an order of possession by a court of competent jurisdiction but prior to  
95 eviction pursuant to § 55-248.38:2, the landlord may accept all amounts owed to the landlord by the  
96 tenant, including full payment of any money judgment, award of attorney fees and court costs, and all  
97 subsequent rents that may be paid prior to eviction, and proceed with eviction provided that the landlord  
98 has given the tenant written notice that any such payment would be accepted with reservation and would  
99 not constitute a waiver of the landlord's right to evict the tenant from the dwelling unit. However, if a  
100 landlord enters into a new written rental agreement with the tenant prior to eviction, an order of  
101 possession obtained prior to the entry of such new rental agreement is not enforceable. Such notice shall  
102 be given in a separate written notice given by the landlord within five business days of receipt of  
103 payment of such money judgment, attorney fees and court costs, and all subsequent rents that may be  
104 paid prior to eviction. If the dwelling unit is a public housing unit or other housing unit subject to  
105 regulation by the Department of Housing and Urban Development, the landlord shall be deemed to have  
106 accepted rent with reservation pursuant to this subsection if the landlord gives the tenant the written  
107 notice required herein for the portion of the rent paid by the tenant. Writs of possession in cases of  
108 unlawful entry and detainer are otherwise subject to § 8.01-471.

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

115 D. C. If the tenant presents a redemption tender to the court at the return date, the court shall  
116 continue the action for unlawful detainer for 10 days following the return date for payment to the  
117 landlord of all rent due and owing as of the return date, including late charges, attorney fees, and court  
118 costs and dismissal of the action upon such payment. Should the landlord not receive full payment of all  
119 rent due and owing as of the return date, including late charges, attorney fees, and court costs, within 10  
120 days of the return date, the court shall, without further evidence, grant to the landlord judgment for all  
121 amounts due and immediate possession of the premises.

122 ~~E.~~ *D.* In cases of unlawful detainer, a tenant may pay the landlord or his attorney or pay into court  
123 all (i) rent due and owing as of the court date as contracted for in the rental agreement, (ii) other  
124 charges and fees as contracted for in the rental agreement, (iii) late charges contracted for in the rental  
125 agreement, (iv) reasonable attorney fees as contracted for in the rental agreement or as provided by law,  
126 and (v) costs of the proceeding as provided by law, at which time the unlawful detainer proceeding shall  
127 be dismissed. A tenant may invoke the rights granted in this section no more than one time during any  
128 12-month period of continuous residency in the dwelling unit, regardless of the term of the rental  
129 agreement or any renewal term thereof.

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