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HOUSE BILL NO. 2502

Offered January 9, 2019

Prefiled January 9, 2019

A *BILL to amend and reenact §§ 55-225.3 and 55-248.13 of the Code of Virginia, relating to landlord and tenant; maintenance standards.*

Patron—Rasoul (By Request)

Referred to Committee on General Laws

Be it enacted by the General Assembly of Virginia:

1. That §§ 55-225.3 and 55-248.13 of the Code of Virginia are amended and reenacted as follows:

§ 55-225.3. Landlord to maintain dwelling unit.

~~A. The Notwithstanding any provision of law to the contrary, the landlord shall:~~

1. ~~Comply~~ Fully comply with the minimum standards set forth in the International Property Maintenance Code and any additional requirements of applicable building and housing codes materially affecting health and safety;

2. Make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition that meets the requirements of subdivision 1;

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

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

5. Maintain the premises in such a condition as to prevent the accumulation of moisture and the growth of mold and to promptly respond to any notices as provided in subdivision A 10 of § 55-225.4. Where there is visible evidence of mold, the landlord shall promptly remediate the mold conditions in accordance with the requirements of subsection E of § 8.01-226.12 and reinspect the dwelling unit to confirm that there is no longer visible evidence of mold in the dwelling unit. The landlord shall provide a tenant with a copy of a summary of information related to mold remediation occurring during that tenancy and, upon request of the tenant, make available the full package of such information and reports not protected by attorney-client privilege. Once the mold has been remediated in accordance with professional standards, the landlord shall not be required to make disclosures of a past incidence of mold to subsequent tenants;

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

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

8. Provide a certificate to the tenant stating that all smoke alarms are present, have been inspected, and are in good working order no more than once every 12 months. The landlord, his employee, or an independent contractor may perform the inspection to determine that a smoke alarm is in good working order.

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

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

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

E. Failure to comply with any provision of this section shall constitute a material noncompliance for the purposes of § 55-225.12.

§ 55-248.13. Landlord to maintain fit premises.

~~A. The Notwithstanding any provision of law to the contrary, the landlord shall:~~

INTRODUCED

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59 1. ~~Comply~~ Fully comply with the minimum standards set forth in the International Property
60 Maintenance Code and any additional requirements of applicable building and housing codes materially
61 affecting health and safety;

62 2. Make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable
63 condition that meets the requirements of subdivision 1;

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

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

69 5. Maintain the premises in such a condition as to prevent the accumulation of moisture and the
70 growth of mold, and to promptly respond to any notices from a tenant as provided in subdivision A 10
71 of § 55-248.16. Where there is visible evidence of mold, the landlord shall promptly remediate the mold
72 conditions in accordance with the requirements of subsection E of § 8.01-226.12 and reinspect the
73 dwelling unit to confirm that there is no longer visible evidence of mold in the dwelling unit. The
74 landlord shall provide a tenant with a copy of a summary of information related to mold remediation
75 occurring during that tenancy and, upon request of the tenant, make available the full package of such
76 information and reports not protected by attorney-client privilege. Once the mold has been remediated in
77 accordance with professional standards, the landlord shall not be required to make disclosures of a past
78 incidence of mold to subsequent tenants;

79 6. Provide and maintain appropriate receptacles and conveniences for the collection, storage, and
80 removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of dwelling units and
81 arrange for the removal of same;

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

86 8. Provide a certificate to the tenant stating that all smoke alarms are present, have been inspected,
87 and are in good working order no more than once every 12 months. The landlord, his employee, or an
88 independent contractor may perform the inspection to determine that the smoke alarm is in good
89 working order.

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

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

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

100 E. Failure to comply with any provision of this section shall constitute a material noncompliance for
101 the purposes of § 55-248.27.