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**HOUSE BILL NO. 393**

Offered January 8, 2020

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*A BILL to amend and reenact §§ 36-139 and 55.1-1204 of the Code of Virginia, relating to landlord and tenant; tenant rights and responsibilities; Tenant Bill of Rights.*

Patrons—Ward, Samirah, Aird and Guzman

Referred to Committee on General Laws

**Be it enacted by the General Assembly of Virginia:****1. That §§ 36-139 and 55.1-1204 of the Code of Virginia are amended and reenacted as follows:****§ 36-139. Powers and duties of Director.**

The Director of the Department of Housing and Community Development shall have the following responsibilities:

1. Collecting from the governmental subdivisions of the Commonwealth information relevant to their planning and development activities, boundary changes, changes of forms and status of government, intergovernmental agreements and arrangements, and such other information as he may deem necessary.

2. Making information available to communities, planning district commissions, service districts and governmental subdivisions of the Commonwealth.

3. Providing professional and technical assistance to, and cooperating with, any planning agency, planning district commission, service district, and governmental subdivision engaged in the preparation of development plans and programs, service district plans, or consolidation agreements.

4. Assisting the Governor in the providing of such state financial aid as may be appropriated by the General Assembly in accordance with § 15.2-4216.

5. Administering federal grant assistance programs, including funds from the Appalachian Regional Commission, the Economic Development Administration and other such federal agencies, directed at promoting the development of the Commonwealth's communities and regions.

6. Developing state community development policies, goals, plans and programs for the consideration and adoption of the Board with the ultimate authority for adoption to rest with the Governor and the General Assembly.

7. Developing a Consolidated Plan to guide the development and implementation of housing programs and community development in the Commonwealth for the purpose of meeting the housing and community development needs of the Commonwealth and, in particular, those of low-income and moderate-income persons, families and communities.

8. Determining present and future housing requirements of the Commonwealth on an annual basis and revising the Consolidated Plan, as necessary to coordinate the elements of housing production to ensure the availability of housing where and when needed.

9. Assuming administrative coordination of the various state housing programs and cooperating with the various state agencies in their programs as they relate to housing.

10. Establishing public information and educational programs relating to housing; devising and administering programs to inform all citizens about housing and housing-related programs that are available on all levels of government; designing and administering educational programs to prepare families for home ownership and counseling them during their first years as homeowners; and promoting educational programs to assist sponsors in the development of low and moderate income housing as well as programs to lessen the problems of rental housing management.

11. Administering the provisions of the Industrialized Building Safety Law (§ 36-70 et seq.).

12. Administering the provisions of the Uniform Statewide Building Code (§ 36-97 et seq.).

13. Establishing and operating a Building Code Academy for the training of persons in the content, application, and intent of specified subject areas of the building and fire prevention regulations promulgated by the Board of Housing and Community Development.

14. Administering, in conjunction with the federal government, and promulgating any necessary regulations regarding energy standards for existing buildings as may be required pursuant to federal law.

15. Identifying and disseminating information to local governments about the availability and utilization of federal and state resources.

16. Administering, with the cooperation of the Department of Health, state assistance programs for public water supply systems.

17. Advising the Board on matters relating to policies and programs of the Virginia Housing Trust Fund.

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59 18. Designing and establishing program guidelines to meet the purposes of the Virginia Housing  
60 Trust Fund and to carry out the policies and procedures established by the Board.

61 19. Preparing agreements and documents for loans and grants to be made from the Virginia Housing  
62 Trust Fund; soliciting, receiving, reviewing and selecting the applications for which loans and grants are  
63 to be made from such fund; directing the Virginia Housing Development Authority and the Department  
64 as to the closing and disbursing of such loans and grants and as to the servicing and collection of such  
65 loans; directing the Department as to the regulation and monitoring of the ownership, occupancy and  
66 operation of the housing developments and residential housing financed or assisted by such loans and  
67 grants; and providing direction and guidance to the Virginia Housing Development Authority as to the  
68 investment of moneys in such fund.

69 20. Establishing and administering program guidelines for a statewide homeless intervention program.

70 21. Administering 15 percent of the Low Income Home Energy Assistance Program (LIHEAP) Block  
71 Grant and any contingency funds awarded and carry over funds, furnishing home weatherization and  
72 associated services to low-income households within the Commonwealth in accordance with applicable  
73 federal law and regulations.

74 22. Developing a strategy concerning the expansion of affordable, accessible housing for older  
75 Virginians and Virginians with disabilities, including supportive services.

76 23. Serving as the Executive Director of the Commission on Local Government as prescribed in  
77 § 15.2-2901 and perform all other duties of that position as prescribed by law.

78 24. Developing a strategy, in consultation with the Virginia Housing Development Authority, for the  
79 creation and implementation of housing programs and community development for the purpose of  
80 meeting the housing needs of persons who have been released from federal, state, and local correctional  
81 facilities into communities.

82 25. Administering the Private Activity Bonds program in Chapter 50 (§ 15.2-5000 et seq.) of Title  
83 15.2 jointly with the Virginia Small Business Financing Authority and the Virginia Housing  
84 Development Authority.

85 26. *Developing a Tenant Bill of Rights explaining in plain language the rights and responsibilities of*  
86 *tenants under the Virginia Residential Landlord and Tenant Act (§ 55.1-1200 et seq.) and maintaining*  
87 *such statement on the Department's website. The Bill of Rights shall include an explanation of (i) the*  
88 *landlord's responsibility to maintain the dwelling unit in a fit and habitable condition, (ii) the tenant's*  
89 *right to request repairs and other corrective action by the landlord to ensure such condition, and (iii)*  
90 *the tenant's right (a) to terminate the lease, (b) to be compensated for damages, (c) to withhold or defer*  
91 *rent, and (d) to make an assertion of material noncompliance before a court. The Director shall also*  
92 *develop and maintain on the Department's website a form to be signed by the parties to a written rental*  
93 *agreement acknowledging that the tenant has been advised to review the Tenant Bill of Rights. The*  
94 *Director may at any time amend the Tenant Bill of Rights and the form for signature by the parties as*  
95 *the Director deems necessary and appropriate.*

96 27. Carrying out such other duties as may be necessary and convenient to the exercise of powers  
97 granted to the Department.

98 **§ 55.1-1204. Terms and conditions of rental agreement; payment of rent; copy of rental**  
99 **agreement for tenant.**

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

104 B. ~~The A~~ A landlord shall offer ~~the~~ a prospective tenant a written rental agreement containing the terms  
105 governing the rental of the dwelling unit and setting forth the terms and conditions of the ~~landlord~~  
106 ~~tenant~~ landlord-tenant relationship. ~~Such and shall provide with it a statement of tenant rights and~~  
107 *responsibilities. The statement shall be provided on the form provided by the Department of Housing*  
108 *and Community Development on its website pursuant to § 36-139 and shall be signed by the parties to a*  
109 *written rental agreement. The written rental agreement shall be effective upon the date signed by the*  
110 *parties.*

111 C. If a landlord does not offer a written rental agreement, the tenancy shall exist by operation of law,  
112 consisting of the following terms and conditions:

113 1. The provision of this chapter shall be applicable to the dwelling unit that is being rented;

114 2. The duration of the rental agreement shall be for 12 months and shall not be subject to automatic  
115 renewal, except in the event of a month-to-month lease as otherwise provided for under subsection C of  
116 § 55.1-1253;

117 3. Rent shall be paid in 12 equal periodic installments in an amount agreed upon by the landlord and  
118 the tenant and if no amount is agreed upon, the installments shall be at fair market rent;

119 4. Rent payments shall be due on the first day of each month during the tenancy and shall be  
120 considered late if not paid by the fifth of the month;

121 5. If the rent is paid by the tenant after the fifth day of any given month, the landlord shall be  
122 entitled to charge a late charge as provided in this chapter;

123 6. The landlord may collect a security deposit not to exceed an amount equal to two months of rent;  
124 and

125 7. The parties may enter into a written rental agreement at any time during the 12-month tenancy  
126 created by this subsection.

127 D. Except as provided in the written rental agreement, or as provided in subsection C if no written  
128 agreement is offered, rent shall be payable without demand or notice at the time and place agreed upon  
129 by the parties. Except as provided in the written rental agreement, rent is payable at the place designated  
130 by the landlord, and periodic rent is payable at the beginning of any term of one month or less and  
131 otherwise in equal installments at the beginning of each month. If the landlord receives from a tenant a  
132 written request for a written statement of charges and payments, he shall provide the tenant with a  
133 written statement showing all debits and credits over the tenancy or the past 12 months, whichever is  
134 shorter. The landlord shall provide such written statement within 10 business days of receiving the  
135 request.

136 E. Except as provided in the written rental agreement or, as provided in subsection C if no written  
137 agreement is offered, the tenancy shall be week-to-week in the case of a tenant who pays weekly rent  
138 and month-to-month in all other cases. Terminations of tenancies shall be governed by § 55.1-1253  
139 unless the rental agreement provides for a different notice period.

140 F. If the rental agreement contains any provision allowing the landlord to approve or disapprove a  
141 sublessee or assignee of the tenant, the landlord shall, within 10 business days of receipt of the written  
142 application of the prospective sublessee or assignee on a form to be provided by the landlord, approve  
143 or disapprove the sublessee or assignee. Failure of the landlord to act within 10 business days is  
144 evidence of his approval.

145 G. The landlord shall provide a copy of any written rental agreement *and Tenant Bill of Rights form*  
146 signed by both the tenant and the landlord to the tenant within one month of the effective date of the  
147 written rental agreement. The failure of the landlord to deliver such a rental agreement *and Tenant Bill*  
148 *of Rights* shall not affect the validity of the agreement.

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

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