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HOUSE BILL NO. 2014

Offered January 13, 2021

Prefiled January 12, 2021

A *BILL to amend and reenact § 55.1-1250 of the Code of Virginia, relating to the Virginia Residential Landlord and Tenant Act; landlord remedies; landlord's acceptance of rent with reservation; tenant's right of redemption.*

Patrons—Price, Cole, J.G., Adams, D.M., Bourne, Carter, Guzman, Helmer, Hope, Keam, Kory, Levine, Plum, Rasoul, Roem, Samirah, Simon, Ward and Watts; Senator: Boysko

Referred to Committee on General Laws

Be it enacted by the General Assembly of Virginia:

1. That § 55.1-1250 of the Code of Virginia is amended and reenacted as follows:

§ 55.1-1250. Landlord's acceptance of rent with reservation; tenant's right of redemption.

A. The landlord may accept ~~full or~~ partial payment of 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 § 55.1-1255, 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 may be included in a written termination notice given by the landlord to the tenant in accordance with § 55.1-1245, 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. *Such notice shall include the following language: "Any partial payment of rent made before or after a judgment of possession is ordered will not prevent your landlord from taking action to evict you. However, full payment of all amounts you owe the landlord, including any rent, damages, money judgment, award of attorney fees, and court costs made at least two days before the scheduled eviction will cause the eviction to be cancelled." If the landlord elects to seek possession of the dwelling unit pursuant to § 8.01-126, the landlord shall provide a copy of this notice to the court for service to the tenant along with the summons for unlawful detainer.* If the dwelling unit is a public housing unit or other housing unit subject to regulation by the U.S. Department of Housing and Urban Development, nothing in this section shall be construed to require that written notice be given to any public agency paying a portion of the rent under the rental agreement. 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.

B. 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 such return date.~~

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 dismiss the action upon such payment. Should the landlord not receive full payment of all rent due and owing as of the return date, including late charges, attorney fees, and court costs, within 10 days of the return date, the court shall, without further evidence, grant to the landlord judgment for all amounts due and immediate possession of the premises. *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 such return date.*

~~D. C.~~ In cases of unlawful detainer, a tenant, or any third party on behalf of a tenant, may pay the landlord or the landlord's attorney or pay into court all (i) rent due and owing as of the court date as contracted for in the rental agreement, (ii) other charges and fees as contracted for in the rental agreement, (iii) late charges contracted for in the rental agreement *and as provided by law*, (iv) reasonable attorney fees as contracted for in the rental agreement ~~or~~ *and as provided by law*, and (v) costs of the proceeding as provided by law, ~~at which time the unlawful detainer proceeding shall be dismissed.~~ If such payment has not been made as of the return date for the unlawful detainer, the tenant may pay to the landlord, the landlord's attorney, or the court all amounts claimed on the summons in unlawful detainer, including current rent, damages, late charges, costs of court, any civil recovery,

58 ~~attorney fees, and sheriff fees, including the sheriff's fees for service of the writ of eviction if payment is~~
59 ~~made after issuance of the writ, no less than two business days before the date scheduled by the officer~~
60 ~~to whom the writ of eviction has been delivered to be executed, and upon such payment the unlawful~~
61 ~~detainer proceeding shall be dismissed and any judgment or writ of eviction issued pursuant to the~~
62 ~~proceeding shall be vacated.~~ Any payments made by the tenant shall be by cashier's check, certified
63 check, or money order. A tenant may invoke the rights granted in this section no more than one time
64 during any 12-month period of continuous residency in the dwelling unit, regardless of the term of the
65 rental agreement or any renewal term of the rental agreement.