

2021 SPECIAL SESSION I

HOUSE SUBSTITUTE

21103524D

HOUSE BILL NO. 2249

AMENDMENT IN THE NATURE OF A SUBSTITUTE

(Proposed by the House Committee on General Laws on January 26, 2021)

(Patron Prior to Substitute—Delegate McQuinn)

A BILL to amend and reenact §§ 17.1-275, 55.1-1200, 55.1-1204, 55.1-1206, 55.1-1208, 55.1-1211, 55.1-1226, 64.2-2008, and 64.2-2012 of the Code of Virginia, relating to the Virginia Residential Landlord and Tenant Act; landlord charges for security deposits, insurance premiums for damage insurance, and insurance premiums for renter's insurance; filing of information regarding resident agent appointed by nonresident property owner.

Be it enacted by the General Assembly of Virginia:

1. That §§ 17.1-275, 55.1-1200, 55.1-1204, 55.1-1206, 55.1-1208, 55.1-1211, 55.1-1226, 64.2-2008, and 64.2-2012 of the Code of Virginia are amended and reenacted as follows:

§ 17.1-275. Fees collected by clerks of circuit courts; generally.

A. A clerk of a circuit court shall, for services performed by virtue of his office, charge the following fees:

1. [Repealed.]

2. For recording and indexing in the proper book any writing and all matters therewith, or for recording and indexing anything not otherwise provided for, \$18 for an instrument or document consisting of 10 or fewer pages or sheets; \$32 for an instrument or document consisting of 11 to 30 pages or sheets; and \$52 for an instrument or document consisting of 31 or more pages or sheets. Whenever any writing to be recorded includes plat or map sheets no larger than eight and one-half inches by 14 inches, such plat or map sheets shall be counted as ordinary pages for the purpose of computing the recording fee due pursuant to this section. A fee of \$17 per page or sheet shall be charged with respect to plat or map sheets larger than eight and one-half inches by 14 inches. Only a single fee as authorized by this subdivision shall be charged for recording a certificate of satisfaction that releases the original deed of trust and any corrected or revised deeds of trust. Three dollars and fifty cents of the fee collected for recording and indexing shall be designated for use in preserving the permanent records of the circuit courts. The sum collected for this purpose shall be administered by The Library of Virginia in cooperation with the circuit court clerks.

3. For appointing and qualifying any personal representative, committee, trustee, guardian, or other fiduciary, in addition to any fees for recording allowed by this section, \$20 for estates not exceeding \$50,000, \$25 for estates not exceeding \$100,000 and \$30 for estates exceeding \$100,000. No fee shall be charged for estates of \$5,000 or less.

4. For entering and granting and for issuing any license, other than a marriage license or a hunting and fishing license, and administering an oath when necessary, \$10.

5. For issuing a marriage license, attaching certificate, administering or receiving all necessary oaths or affidavits, indexing and recording, \$10. For recording an order to celebrate the rites of marriage pursuant to § 20-25, \$25 to be paid by the petitioner.

6. For making out any bond, other than those under § 17.1-267 or subdivision A 4, administering all necessary oaths and writing proper affidavits, \$3.

7. For all services rendered by the clerk in any garnishment or attachment proceeding, the clerk's fee shall be \$15 in cases not exceeding \$500 and \$25 in all other cases.

8. For making out a copy of any paper, record, or electronic record to go out of the office, which is not otherwise specifically provided for herein, a fee of \$0.50 for each page or, if an electronic record, each image. From such fees, the clerk shall reimburse the locality the costs of making out the copies and pay the remaining fees directly to the Commonwealth. The funds to recoup the cost of making out the copies shall be deposited with the county or city treasurer or Director of Finance, and the governing body shall budget and appropriate such funds to be used to support the cost of copies pursuant to this subdivision. For purposes of this section, the costs of making out the copies authorized under this section shall include costs included in the lease and maintenance agreements for the equipment and the technology needed to operate electronic systems in the clerk's office used to make out the copies, but shall not include salaries or related benefits. The costs of copies shall otherwise be determined in accordance with § 2.2-3704. However, there shall be no charge to the recipient of a final order or decree to send an attested copy to such party.

9. For annexing the seal of the court to any paper, writing the certificate of the clerk accompanying it, the clerk shall charge \$2 and for attaching the certificate of the judge, if the clerk is requested to do so, the clerk shall charge an additional \$0.50.

10. In any case in which a person is convicted of a violation of any provision of Article 1

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60 (§ 18.2-247 et seq.) of Chapter 7 of Title 18.2 or is subject to a disposition under § 18.2-251, the clerk
61 shall assess a fee of \$150 for each felony conviction and each felony disposition under § 18.2-251 which
62 shall be taxed as costs to the defendant and shall be paid into the Drug Offender Assessment and
63 Treatment Fund.

64 11. In any case in which a person is convicted of a violation of any provision of Article 1
65 (§ 18.2-247 et seq.) of Chapter 7 of Title 18.2 or is subject to a disposition under § 18.2-251, the clerk
66 shall assess a fee for each misdemeanor conviction and each misdemeanor disposition under § 18.2-251,
67 which shall be taxed as costs to the defendant and shall be paid into the Drug Offender Assessment and
68 Treatment Fund as provided in § 17.1-275.8.

69 12. Upon the defendant's being required to successfully complete traffic school, a mature driver
70 motor vehicle crash prevention course, or a driver improvement clinic in lieu of a finding of guilty, the
71 court shall charge the defendant fees and costs as if he had been convicted.

72 13. In all civil actions that include one or more claims for the award of monetary damages the clerk's
73 fee chargeable to the plaintiff shall be \$100 in cases seeking recovery not exceeding \$49,999; \$200 in
74 cases seeking recovery exceeding \$49,999, but not exceeding \$100,000; \$250 in cases seeking recovery
75 exceeding \$100,000, but not exceeding \$500,000; and \$300 in cases seeking recovery exceeding
76 \$500,000. Ten dollars of each such fee shall be apportioned to the Courts Technology Fund established
77 under § 17.1-132. A fee of \$25 shall be paid by the plaintiff at the time of instituting a condemnation
78 case, in lieu of any other fees. There shall be no fee charged for the filing of a cross-claim or setoff in
79 any pending action. However, the fees prescribed by this subdivision shall be charged upon the filing of
80 a counterclaim or a claim impleading a third-party defendant. The fees prescribed above shall be
81 collected upon the filing of papers for the commencement of civil actions. This subdivision shall not be
82 applicable to cases filed in the Supreme Court of Virginia.

83 13a. For the filing of any petition seeking court approval of a settlement where no action has yet
84 been filed, the clerk's fee, chargeable to the petitioner, shall be \$50, to be paid by the petitioner at the
85 time of filing the petition.

86 14. In addition to the fees chargeable for civil actions, for the costs of proceedings for judgments by
87 confession under §§ 8.01-432 through 8.01-440, the clerk shall tax as costs (i) the cost of registered or
88 certified mail; (ii) the statutory writ tax, in the amount required by law to be paid on a suit for the
89 amount of the confessed judgment; (iii) for the sheriff for serving each copy of the order entering
90 judgment, \$12; and (iv) for docketing the judgment and issuing executions thereon, the same fees as
91 prescribed in subdivision A 17.

92 15. For qualifying notaries public, including the making out of the bond and any copies thereof,
93 administering the necessary oaths, and entering the order, \$10.

94 16. For each habeas corpus proceeding, the clerk shall receive \$10 for all services required
95 thereunder. This subdivision shall not be applicable to such suits filed in the Supreme Court of Virginia.

96 17. For docketing and indexing a judgment from any other court of the Commonwealth, for
97 docketing and indexing a judgment in the new name of a judgment debtor pursuant to the provisions of
98 § 8.01-451, but not when incident to a divorce, for noting and filing the assignment of a judgment
99 pursuant to § 8.01-452, a fee of \$5; and for issuing an abstract of any recorded judgment, when proper
100 to do so, a fee of \$5; and for filing, docketing, indexing and mailing notice of a foreign judgment, a fee
101 of \$20.

102 18. For all services rendered by the clerk in any court proceeding for which no specific fee is
103 provided by law, the clerk shall charge \$10, to be paid by the party filing said papers at the time of
104 filing; however, this subdivision shall not be applicable in a divorce cause prior to and including the
105 entry of a decree of divorce from the bond of matrimony.

106 19, 20. [Repealed.]

107 21. For making the endorsements on a forthcoming bond and recording the matters relating to such
108 bond pursuant to the provisions of § 8.01-529, \$1.

109 22. For all services rendered by the clerk in any proceeding pursuant to § 57-8 or 57-15, \$10.

110 23. For preparation and issuance of a subpoena duces tecum, \$5.

111 24. For all services rendered by the clerk in matters under § 8.01-217 relating to change of name,
112 \$20; however, this subdivision shall not be applicable in cases where the change of name is incident to
113 a divorce.

114 25. For providing court records or documents on microfilm, per frame, \$0.50.

115 26. In all divorce and separate maintenance proceedings, and all civil actions that do not include one
116 or more claims for the award of monetary damages, the clerk's fee chargeable to the plaintiff shall be
117 \$60, \$10 of which shall be apportioned to the Courts Technology Fund established under § 17.1-132 to
118 be paid by the plaintiff at the time of instituting the suit, which shall include the furnishing of a duly
119 certified copy of the final decree. The fees prescribed by this subdivision shall be charged upon the
120 filing of a counterclaim or a claim impleading a third-party defendant. However, no fee shall be charged
121 for (i) the filing of a cross-claim or setoff in any pending suit or (ii) the filing of a counterclaim or any

122 other responsive pleading in any annulment, divorce, or separate maintenance proceeding. In divorce
 123 cases, when there is a merger of a divorce of separation a mensa et thoro into a decree of divorce a
 124 vinculo, the above mentioned fee shall include the furnishing of a duly certified copy of both such
 125 decrees.

126 27. For the acceptance of credit or debit cards in lieu of money to collect and secure all fees,
 127 including filing fees, fines, restitution, forfeiture, penalties and costs, the clerk shall collect from the
 128 person presenting such credit or debit card a reasonable convenience fee for the processing of such
 129 credit or debit card. Such convenience fee shall not exceed four percent of the amount paid for the
 130 transaction or a flat fee of \$2 per transaction. The clerk may set a lower convenience fee for electronic
 131 filing of civil or criminal proceedings pursuant to § 17.1-258.3. Nothing herein shall be construed to
 132 prohibit the clerk from outsourcing the processing of credit and debit card transactions to a third-party
 133 private vendor engaged by the clerk. Convenience fees shall be used to cover operational expenses as
 134 defined in § 17.1-295.

135 28. For the return of any check unpaid by the financial institution on which it was drawn or notice is
 136 received from the credit or debit card issuer that payment will not be made for any reason, the clerk
 137 may collect a fee of \$50 or 10 percent of the amount of the payment, whichever is greater.

138 29. For all services rendered, except in cases in which costs are assessed pursuant to § 17.1-275.1,
 139 17.1-275.2, 17.1-275.3, or 17.1-275.4, in an adoption proceeding, a fee of \$20, in addition to the fee
 140 imposed under § 63.2-1246, to be paid by the petitioner or petitioners. For each petition for adoption
 141 filed pursuant to § 63.2-1201, except those filed pursuant to subdivisions 5 and 6 of § 63.2-1210, an
 142 additional \$50 filing fee as required under § 63.2-1201 shall be deposited in the Virginia Birth Father
 143 Registry Fund pursuant to § 63.2-1249.

144 30. For issuing a duplicate license for one lost or destroyed as provided in § 29.1-334, a fee in the
 145 same amount as the fee for the original license.

146 31. For the filing of any petition as provided in §§ 33.2-1023, 33.2-1024, and 33.2-1027, a fee of \$5
 147 to be paid by the petitioner; and for the recordation of a certificate or copy thereof, as provided for in
 148 § 33.2-1021, as well as for any order of the court relating thereto, the clerk shall charge the same fee as
 149 for recording a deed as provided for in this section, to be paid by the party upon whose request such
 150 certificate is recorded or order is entered.

151 32. For making up, certifying and transmitting original record pursuant to the Rules of the Supreme
 152 Court, including all papers necessary to be copied and other services rendered, except in cases in which
 153 costs are assessed pursuant to § 17.1-275.1, 17.1-275.2, 17.1-275.3, 17.1-275.4, 17.1-275.7, 17.1-275.8,
 154 or 17.1-275.9, a fee of \$20.

155 33. [Repealed.]

156 34. For filings, etc., under the Uniform Federal Lien Registration Act (§ 55.1-653 et seq.), the fees
 157 shall be as prescribed in that Act.

158 35. ~~For filing the appointment of a resident agent for a nonresident property owner in accordance~~
 159 ~~with § 55.1-1211 or 55.1-1401, a fee of \$10.~~

160 36. [Repealed.]

161 37. 36. For recordation of certificate and registration of names of nonresident owners in accordance
 162 with § 59.1-74, a fee of \$10.

163 38. 37. For maintaining the information required under the Overhead High Voltage Line Safety Act
 164 (§ 59.1-406 et seq.), the fee as prescribed in § 59.1-411.

165 39. 38. For lodging, indexing, and preserving a will in accordance with § 64.2-409, a fee of \$5.

166 40. 39. For filing a financing statement in accordance with § 8.9A-505, the fee shall be as prescribed
 167 under § 8.9A-525.

168 41. 40. For filing a termination statement in accordance with § 8.9A-513, the fee shall be as
 169 prescribed under § 8.9A-525.

170 42. 41. For filing assignment of security interest in accordance with § 8.9A-514, the fee shall be as
 171 prescribed under § 8.9A-525.

172 43. 42. For filing a petition as provided in §§ 64.2-2001 and 64.2-2013, the fee shall be \$10.

173 44. 43. For issuing any execution, and recording the return thereof, a fee of \$1.50.

174 45. 44. For the preparation and issuance of a summons for interrogation by an execution creditor, a
 175 fee of \$5. If there is no outstanding execution, and one is requested herewith, the clerk shall be allowed
 176 an additional fee of \$1.50, in accordance with subdivision A 44.

177 B. In accordance with § 17.1-281, the clerk shall collect fees under subdivisions A 7, A 13, A 16, A
 178 18 if applicable, A 20, A 22, A 24, A 26, A 29, and A 31 to be designated for courthouse construction,
 179 renovation or maintenance.

180 C. In accordance with § 17.1-278, the clerk shall collect fees under subdivisions A 7, A 13, A 16, A
 181 18 if applicable, A 20, A 22, A 24, A 26, A 29, and A 31 to be designated for services provided for the
 182 poor, without charge, by a nonprofit legal aid program.

183 D. In accordance with § 42.1-70, the clerk shall collect fees under subdivisions A 7, A 13, A 16, A
184 18 if applicable, A 20, A 22, A 24, A 26, A 29, and A 31 to be designated for public law libraries.

185 E. All fees collected pursuant to subdivision A 27 and § 17.1-276 shall be deposited by the clerk into
186 a special revenue fund held by the clerk, which will restrict the funds to their statutory purpose.

187 F. The provisions of this section shall control the fees charged by clerks of circuit courts for the
188 services above described.

189 **§ 55.1-1200. Definitions.**

190 As used in this chapter, unless the context requires a different meaning:

191 "Action" means any recoupment, counterclaim, setoff, or other civil action and any other proceeding
192 in which rights are determined, including actions for possession, rent, unlawful detainer, unlawful entry,
193 and distress for rent.

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

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

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

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

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

207 "Commencement date of rental agreement" means the date upon which the tenant is entitled to
208 occupy the dwelling unit as a tenant.

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

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

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

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

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

222 "*Damage insurance*" means a bond or commercial insurance coverage as specified in the rental
223 agreement to secure the performance by the tenant of the terms and conditions of the rental agreement
224 and to replace all or part of a security deposit.

225 "Dwelling unit" means a structure or part of a structure that is used as a home or residence by one
226 or more persons who maintain a household, including a manufactured home, as defined in § 55.1-1300.

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

229 "Essential service" includes heat, running water, hot water, electricity, and gas.

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

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

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

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

237 "Landlord" means the owner, lessor, or sublessor of the dwelling unit or the building of which such
238 dwelling unit is a part. "Landlord" also includes a managing agent of the premises who fails to disclose
239 the name of such owner, lessor, or sublessor. Such managing agent shall be subject to the provisions of
240 § 16.1-88.03. "Landlord" does not include a community land trust.

241 "Managing agent" means the person authorized by the landlord to act as the property manager on
242 behalf of the landlord pursuant to the written property management agreement.

243 "Mold remediation in accordance with professional standards" means mold remediation of that
244 portion of the dwelling unit or premises affected by mold, or any personal property of the tenant

245 affected by mold, performed consistent with guidance documents published by the U.S. Environmental
 246 Protection Agency, the U.S. Department of Housing and Urban Development, or the American
 247 Conference of Governmental Industrial Hygienists (Bioaerosols: Assessment and Control); Standard and
 248 Reference Guides of the Institute of Inspection, Cleaning and Restoration Certification (IICRC) for
 249 Professional Water Damage Restoration and Professional Mold Remediation; or any protocol for mold
 250 remediation prepared by an industrial hygienist consistent with such guidance documents.

251 "Multifamily dwelling unit" means more than one single-family dwelling unit located in a building.
 252 However, nothing in this definition shall be construed to apply to any nonresidential space in such
 253 building.

254 "Natural person," wherever the chapter refers to an owner as a "natural person," includes co-owners
 255 who are natural persons, either as tenants in common, joint tenants, tenants in partnership, tenants by the
 256 entirety, trustees or beneficiaries of a trust, general partnerships, limited liability partnerships, registered
 257 limited liability partnerships or limited liability companies, or any other lawful combination of natural
 258 persons permitted by law.

259 "Notice" means notice given in writing by either regular mail or hand delivery, with the sender
 260 retaining sufficient proof of having given such notice in the form of a certificate of service confirming
 261 such mailing prepared by the sender. However, a person shall be deemed to have notice of a fact if he
 262 has actual knowledge of it, he has received a verbal notice of it, or, from all of the facts and
 263 circumstances known to him at the time in question, he has reason to know it exists. A person "notifies"
 264 or "gives" a notice or notification to another by taking steps reasonably calculated to inform another
 265 person, whether or not the other person actually comes to know of it. If notice is given that is not in
 266 writing, the person giving the notice has the burden of proof to show that the notice was given to the
 267 recipient of the notice.

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

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

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

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

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

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

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

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

289 "Rental agreement" or "lease agreement" means all rental agreements, written or oral, and valid rules
 290 and regulations adopted under § 55.1-1228 embodying the terms and conditions concerning the use and
 291 occupancy of a dwelling unit and premises.

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

294 "Renter's insurance" means insurance coverage specified in the rental agreement that is a
 295 combination multi-peril policy containing fire, miscellaneous property, and personal liability coverage
 296 insuring personal property located in dwelling units not occupied by the owner.

297 "Residential tenancy" means a tenancy that is based on a rental agreement between a landlord and a
 298 tenant for a dwelling unit.

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

303 "Security deposit" means any refundable deposit of money that is furnished by a tenant to a landlord
 304 to secure the performance of the terms and conditions of a rental agreement, as a security for damages
 305 to the leased premises, or as a pet deposit. However, such money shall be deemed an application deposit

306 until the commencement date of the rental agreement. "Security deposit" does not include a damage
307 insurance policy or renter's insurance policy, as those terms are defined in § 55.1-1206, purchased by a
308 landlord to provide coverage for a tenant.

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

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

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

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

322 "Utility" means electricity, natural gas, or water and sewer provided by a public service corporation
323 or such other person providing utility services as permitted under § 56-1.2. If the rental agreement so
324 provides, a landlord may use submetering equipment or energy allocation equipment as defined in
325 § 56-245.2 or a ratio utility billing system as defined in § 55.1-1212.

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

329 "Written notice" means notice given in accordance with § 55.1-1202, including any representation of
330 words, letters, symbols, numbers, or figures, whether (i) printed in or inscribed on a tangible medium or
331 (ii) stored in an electronic form or any other medium, retrievable in a perceivable form, and regardless
332 of whether an electronic signature authorized by the Uniform Electronic Transactions Act (§ 59.1-479 et
333 seq.) is affixed.

334 **§ 55.1-1204. Terms and conditions of rental agreement; payment of rent; copy of rental**
335 **agreement for tenant.**

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

340 B. A landlord shall offer a prospective tenant a written rental agreement containing the terms
341 governing the rental of the dwelling unit and setting forth the terms and conditions of the
342 landlord-tenant relationship and shall provide with it the statement of tenant rights and responsibilities
343 developed by the Department of Housing and Community Development and posted on its website
344 pursuant to § 36-139. The parties to a written rental agreement shall sign the form developed by the
345 Department of Housing and Community Development and posted on its website pursuant to § 36-139
346 acknowledging that the tenant has received from the landlord the statement of tenant rights and
347 responsibilities. The written rental agreement shall be effective upon the date signed by the parties.

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

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

351 2. The duration of the rental agreement shall be for 12 months and shall not be subject to automatic
352 renewal, except in the event of a month-to-month lease as otherwise provided for under subsection C of
353 § 55.1-1253;

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

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

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

360 6. The landlord may collect a security deposit in an amount, ~~or require damage insurance coverage~~
361 ~~for an amount, or any combination thereof, that does not to exceed a total amount equal to two months~~
362 ~~of rent; and~~

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

365 D. Except as provided in the written rental agreement, or as provided in subsection C if no written
366 agreement is offered, rent shall be payable without demand or notice at the time and place agreed upon
367 by the parties. Except as provided in the written rental agreement, rent is payable at the place designated

368 by the landlord, and periodic rent is payable at the beginning of any term of one month or less and
 369 otherwise in equal installments at the beginning of each month. If the landlord receives from a tenant a
 370 written request for a written statement of charges and payments, he shall provide the tenant with a
 371 written statement showing all debits and credits over the tenancy or the past 12 months, whichever is
 372 shorter. The landlord shall provide such written statement within 10 business days of receiving the
 373 request.

374 E. A landlord shall not charge a tenant for late payment of rent unless such charge is provided for in
 375 the written rental agreement. No such late charge shall exceed the lesser of 10 percent of the periodic
 376 rent or 10 percent of the remaining balance due and owed by the tenant.

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

381 G. If the rental agreement contains any provision allowing the landlord to approve or disapprove a
 382 sublessee or assignee of the tenant, the landlord shall, within 10 business days of receipt of the written
 383 application of the prospective sublessee or assignee on a form to be provided by the landlord, approve
 384 or disapprove the sublessee or assignee. Failure of the landlord to act within 10 business days is
 385 evidence of his approval.

386 H. The landlord shall provide a copy of any written rental agreement and the statement of tenant
 387 rights and responsibilities to the tenant within one month of the effective date of the written rental
 388 agreement. The failure of the landlord to deliver such a rental agreement and statement shall not affect
 389 the validity of the agreement. However, the landlord shall not file or maintain an action against the
 390 tenant in a court of law for any alleged lease violation until he has provided the tenant with the
 391 statement of tenant rights and responsibilities.

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

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

397 **§ 55.1-1206. Landlord may obtain certain insurance for tenant.**

398 A. A landlord may require as a condition of tenancy that a tenant have ~~commercial insurance~~
 399 ~~coverage as specified in the rental agreement to secure the performance by the tenant of the terms and~~
 400 ~~conditions of the rental agreement~~ *damage insurance* and pay for the cost of premiums ~~for such~~
 401 ~~insurance coverage obtained by the landlord, generally known as "damage insurance."~~ As provided in
 402 § 55.1-1200, such payments shall not be deemed a security deposit, but shall be rent. However, as
 403 provided in § 55.1-1208, the landlord shall not require a tenant to pay both a security deposit and the
 404 cost of damage insurance premiums; if the total amount of any security deposit and damage insurance
 405 ~~coverage premiums~~ exceeds the amount of two months' periodic rent. The landlord shall notify a tenant
 406 in writing that the tenant has the right to obtain a separate policy from the landlord's policy for damage
 407 insurance. If a tenant elects to obtain a separate policy, the tenant shall submit to the landlord written
 408 proof of such coverage and shall maintain such coverage at all times during the term of the rental
 409 agreement. Where a landlord obtains damage insurance coverage on behalf of a tenant, the insurance
 410 policy shall provide coverage for the tenant as an insured. The landlord shall recover from the tenant the
 411 actual costs of such insurance coverage and may recover administrative or other fees associated with
 412 administration of a damage insurance policy, including a tenant opting out of the insurance coverage
 413 provided by the landlord pursuant to this subsection. If a landlord obtains damage insurance for his
 414 tenants, the landlord shall provide to each tenant, prior to execution of the rental agreement, a summary
 415 of the insurance policy or certificate evidencing the coverage being provided and upon request of the
 416 tenant make available a copy of the insurance policy.

417 B. A landlord may require as a condition of tenancy that a tenant have *renter's insurance* as specified
 418 in the rental agreement ~~that is a combination multi-peril policy containing fire, miscellaneous property,~~
 419 ~~and personal liability coverage insuring personal property located in dwelling units not occupied by the~~
 420 ~~owner.~~ A landlord may require a tenant to pay for the cost of premiums for such *renter's insurance*
 421 obtained by the landlord, in order to provide such coverage for the tenant as part of rent or as otherwise
 422 provided in this section. As provided in § 55.1-1200, such payments shall not be deemed a security
 423 deposit but shall be rent. The landlord shall notify a tenant in writing that the tenant has the right to
 424 obtain a separate policy from the landlord's policy for *renter's insurance*. If a tenant elects to obtain a
 425 separate policy, the tenant shall submit to the landlord written proof of such coverage and shall maintain
 426 such coverage at all times during the term of the rental agreement. If a tenant allows his *renter's*
 427 *insurance policy* required by the rental agreement to lapse for any reason, the landlord may provide any
 428 landlord's *renter's insurance coverage* to such tenant. The tenant shall be obligated to pay for the cost of

429 premiums for such insurance as rent or as otherwise provided herein until the tenant has provided
 430 written documentation to the landlord showing that the tenant has reinstated his own renter's insurance
 431 coverage.

432 C. If the landlord requires that such premiums be paid *to the landlord* prior to the commencement of
 433 the tenancy, the total amount of all security deposits, insurance ~~coverage~~ *premiums* for damage
 434 insurance, and insurance premiums for renter's insurance shall not exceed the amount of two months'
 435 periodic rent. ~~Otherwise~~ *However*, the landlord ~~may~~ *shall be permitted to* add a monthly amount as
 436 additional rent to recover ~~the additional costs of such renter's insurance coverage~~ *premiums*.

437 D. Where a landlord obtains renter's insurance coverage on behalf of a tenant, the insurance policy
 438 shall provide coverage for the tenant as an insured. The landlord shall recover from the tenant the actual
 439 costs of such insurance coverage and may recover administrative or other fees associated with the
 440 administration of a renter's insurance program, including a tenant opting out of the insurance coverage
 441 provided to the tenant pursuant to this subsection. If a landlord obtains renter's insurance for his tenants,
 442 the landlord shall provide to each tenant, prior to execution of the rental agreement, a summary of the
 443 insurance policy prepared by the insurer or certificate evidencing the coverage being provided and upon
 444 request of the tenant make available a copy of the insurance policy. Such summary or certificate shall
 445 include a statement regarding whether the insurance policy contains a waiver of subrogation provision.
 446 Any failure of the landlord to provide such summary or certificate, or to make available a copy of the
 447 insurance policy, shall not affect the validity of the rental agreement.

448 If the rental agreement does not require the tenant to obtain renter's insurance, the landlord shall
 449 provide a written notice to the tenant, prior to the execution of the rental agreement, stating that (i) the
 450 landlord is not responsible for the tenant's personal property, (ii) the landlord's insurance coverage does
 451 not cover the tenant's personal property, and (iii) if the tenant wishes to protect his personal property, he
 452 should obtain renter's insurance. The notice shall inform the tenant that any such renter's insurance
 453 obtained by the tenant does not cover flood damage and advise the tenant to contact the Federal
 454 Emergency Management Agency (FEMA) or visit the websites for FEMA's National Flood Insurance
 455 Program or for the Virginia Department of Conservation and Recreation's Flood Risk Information
 456 System to obtain information regarding whether the property is located in a special flood hazard area.
 457 Any failure of the landlord to provide such notice shall not affect the validity of the rental agreement. If
 458 the tenant requests translation of the notice from the English language to another language, the landlord
 459 may assist the tenant in obtaining a translator or refer the tenant to an electronic translation service. In
 460 doing so, the landlord shall not be deemed to have breached any of his obligations under this chapter or
 461 otherwise become liable for any inaccuracies in the translation. The landlord shall not charge a fee for
 462 such assistance or referral.

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

469 **§ 55.1-1208. Prohibited provisions in rental agreements.**

470 A. A rental agreement shall not contain provisions that the tenant:

- 471 1. Agrees to waive or forgo rights or remedies under this chapter;
- 472 2. Agrees to waive or forgo rights or remedies pertaining to the 120-day conversion or rehabilitation
 473 notice required in the Virginia Condominium Act (§ 55.1-1900 et seq.) or the Virginia Real Estate
 474 Cooperative Act (§ 55.1-2100 et seq.) or under § 55.1-1410;
- 475 3. Authorizes any person to confess judgment on a claim arising out of the rental agreement;
- 476 4. Agrees to pay the landlord's attorney fees except as provided in this chapter;
- 477 5. Agrees to the exculpation or limitation of any liability of the landlord to the tenant arising under
 478 law or to indemnify the landlord for that liability or any associated costs;
- 479 6. Agrees as a condition of tenancy in public housing to a prohibition or restriction of any lawful
 480 possession of a firearm within individual dwelling units unless required by federal law or regulation; or
- 481 7. Agrees to ~~both~~ the payment of a security deposit ~~and the provision of a bond or commercial~~
 482 ~~insurance policy purchased by the tenant to secure the performance of the terms and conditions of a~~
 483 ~~rental agreement, if the total of the security deposit and the bond or insurance coverage exceeds,~~
 484 ~~insurance premiums for damage insurance, and insurance premiums for renter's insurance prior to the~~
 485 ~~commencement of the tenancy that exceed~~ the amount of two months' periodic rent.

486 B. Any provision prohibited by subsection A that is included in a rental agreement is unenforceable.
 487 If a landlord brings an action to enforce any such provision, the tenant may recover actual damages
 488 sustained by him and reasonable attorney fees.

489 **§ 55.1-1211. Appointment of resident agent by nonresident property owner; service of process,**
 490 **etc., on such agent or on Secretary of the Commonwealth.**

491 A. As used in this section, "nonresident property owner" means any nonresident individual or group
492 of individuals who owns and leases residential real property.

493 B. Every nonresident property owner shall appoint and continuously maintain an agent who (i) if
494 such agent is an individual, is a resident of the Commonwealth, or if such agent is a corporation, limited
495 liability company, partnership, or other entity, is authorized to transact business in the Commonwealth
496 and (ii) maintains a business office within the Commonwealth. Every lease executed by or on behalf of
497 nonresident property owners regarding any such real property shall specifically designate such agent and
498 the agent's office address for the purpose of service of any process, notice, order, or demand required or
499 permitted by law to be served upon such nonresident property owner.

500 C. Whenever any nonresident property owner fails to appoint or maintain an agent, as required in
501 this section, or whenever his agent cannot with reasonable diligence be found, then the Secretary of the
502 Commonwealth shall be an agent of the nonresident property owner upon whom may be served any
503 process, notice, order, or demand. Service may be made on the Secretary of the Commonwealth or any
504 of his staff at his office who shall forthwith cause it to be sent by registered or certified mail addressed
505 to the nonresident property owner at his address as shown on the official tax records maintained by the
506 locality where the property is located.

507 D. The name and office address of the agent appointed as provided in this section shall be ~~filed in~~
508 *listed on a form provided by the State Corporation Commission and delivered to* the office of the clerk
509 of the court in which deeds are recorded in the county or city in which the property lies. ~~Recordation~~
510 *shall be in the same book as certificates of fictitious names are recorded as provided by § 59.1-74, for*
511 *which the clerk shall be entitled to a fee of \$10 State Corporation Commission for filing. Beginning July*
512 *1, 2022, the clerk of the State Corporation Commission shall charge a fee of \$10 for the filing of a*
513 *resident agent appointment.*

514 E. No nonresident property owner shall maintain an action in the courts of the Commonwealth
515 concerning property for which a designation is required by this section until such designation has been
516 filed.

517 **§ 55.1-1226. Security deposits.**

518 A. No landlord may demand or receive a security deposit, however denominated, in an amount or
519 value in excess of two months' periodic rent. Upon termination of the tenancy or the date the tenant
520 vacates the dwelling unit, whichever occurs last, such security deposit, whether it is property or money
521 held by the landlord as security as provided in this section, may be applied by the landlord solely to (i)
522 the payment of accrued rent, including the reasonable charges for late payment of rent specified in the
523 rental agreement; (ii) the payment of the amount of damages that the landlord has suffered by reason of
524 the tenant's noncompliance with § 55.1-1227, less reasonable wear and tear; (iii) other damages or
525 charges as provided in the rental agreement; or (iv) actual damages for breach of the rental agreement
526 pursuant to § 55.1-1251. The security deposit and any deductions, damages, and charges shall be
527 itemized by the landlord in a written notice given to the tenant, together with any amount due to the
528 tenant, within 45 days after the termination date of the tenancy *or the date the tenant vacates the*
529 *dwelling unit, whichever occurs last.* As of the date of the termination of the tenancy or the date the
530 tenant vacates the dwelling unit, whichever occurs last, the tenant shall be required to deliver possession
531 of the dwelling unit to the landlord. If the termination date is prior to the expiration of the rental
532 agreement or any renewal thereof, or the tenant has not given proper notice of termination of the rental
533 agreement, the tenant shall be liable for actual damages pursuant to § 55.1-1251, in which case, the
534 landlord shall give written notice of security deposit disposition within the 45-day period but may retain
535 any security balance to apply against any financial obligations of the tenant to the landlord pursuant to
536 this chapter or the rental agreement. If the tenant fails to vacate the dwelling unit as of the termination
537 of the tenancy, the landlord may file an unlawful detainer action pursuant to § 8.01-126.

538 B. Where there is more than one tenant subject to a rental agreement, unless otherwise agreed to in
539 writing by each of the tenants, disposition of the security deposit shall be made with one check being
540 payable to all such tenants and sent to a forwarding address provided by one of the tenants. The
541 landlord shall make the security deposit disposition within the 45-day time period required by subsection
542 A, but if no forwarding address is provided to the landlord, the landlord may continue to hold such
543 security deposit in escrow. If a tenant fails to provide a forwarding address to the landlord to enable the
544 landlord to make a refund of the security deposit, upon the expiration of one year from the date of the
545 end of the 45-day time period, the landlord may remit such sum to the State Treasurer as unclaimed
546 property on a form prescribed by the administrator that includes the name; social security number, if
547 known; and last known address of each tenant on the rental agreement. If the landlord or managing
548 agent is a real estate licensee, compliance with this subsection shall be deemed compliance with
549 § 54.1-2108 and corresponding regulations of the Real Estate Board.

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

552 in the amount of the security deposit. The landlord shall apply the security deposit in accordance with
553 this section within the 45-day time period required by subsection A. However, provided that the landlord
554 has given prior written notice in accordance with this section, the landlord may withhold a reasonable
555 portion of the security deposit to cover an amount of the balance due on the water, sewer, or other
556 utility account that is an obligation of the tenant to a third-party provider under the rental agreement for
557 the dwelling unit, and upon payment of such obligations the landlord shall provide written confirmation
558 to the tenant within 10 days, along with payment to the tenant of any balance otherwise due to the
559 tenant. In order to withhold such funds as part of the disposition of the security deposit, the landlord
560 shall have so advised the tenant of his rights and obligations under this section in (i) a termination
561 notice to the tenant in accordance with this chapter, (ii) a written notice to the tenant confirming the
562 vacating date in accordance with this section, or (iii) a separate written notice to the tenant at least 15
563 days prior to the disposition of the security deposit. Any written notice to the tenant shall be given in
564 accordance with § 55.1-1202.

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

573 D. Nothing in this section shall be construed to prohibit the landlord from making the disposition of
574 the security deposit prior to the 45-day period required by subsection A and charging an administrative
575 fee to the tenant for such expedited processing, if the rental agreement so provides and the tenant
576 requests expedited processing in a separate written document.

577 E. The landlord shall notify the tenant in writing of any deductions provided by this section to be
578 made from the tenant's security deposit during the course of the tenancy. Such notification shall be made
579 within 30 days of the date of the determination of the deduction and shall itemize the reasons in the
580 same manner as provided in subsection F. No such notification shall be required for deductions made
581 less than 30 days prior to the termination of the rental agreement. If the landlord willfully fails to
582 comply with this section, the court shall order the return of the security deposit to the tenant, together
583 with actual damages and reasonable attorney fees, unless the tenant owes rent to the landlord, in which
584 case the court shall order an amount equal to the security deposit credited against the rent due to the
585 landlord. In the event that damages to the premises exceed the amount of the security deposit and
586 require the services of a third-party contractor, the landlord shall give written notice to the tenant
587 advising him of that fact within the 45-day period required by subsection A. If notice is given as
588 prescribed in this subsection, the landlord shall have an additional 15-day period to provide an
589 itemization of the damages and the cost of repair. This section shall not preclude the landlord or tenant
590 from recovering other damages to which he may be entitled under this chapter. The holder of the
591 landlord's interest in the premises at the time of the termination of the tenancy, regardless of how the
592 interest is acquired or transferred, is bound by this section and shall be required to return any security
593 deposit received by the original landlord that is duly owed to the tenant, whether or not such security
594 deposit is transferred with the landlord's interest by law or equity, regardless of any contractual
595 agreements between the original landlord and his successors in interest.

596 F. The landlord shall:

597 1. Maintain and itemize records for each tenant of all deductions from security deposits provided for
598 under this section that the landlord has made by reason of a tenant's noncompliance with § 55.1-1227, or
599 for any other reason set out in this section, during the preceding two years; and

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

602 G. Upon request by the landlord to a tenant to vacate, or within five days after receipt of notice by
603 the landlord of the tenant's intent to vacate, the landlord shall provide written notice to the tenant of the
604 tenant's right to be present at the landlord's inspection of the dwelling unit for the purpose of
605 determining the amount of security deposit to be returned. If the tenant desires to be present when the
606 landlord makes the inspection, he shall, in writing, so advise the landlord, who in turn shall notify the
607 tenant of the date and time of the inspection, which must be made within 72 hours of delivery of
608 possession. Following the move-out inspection, the landlord shall provide the tenant with a written
609 security deposit disposition statement, including an itemized list of damages. If additional damages are
610 discovered by the landlord after the security deposit disposition has been made, nothing in this section
611 shall be construed to preclude the landlord from recovery of such damages against the tenant, provided,
612 however, that the tenant may present into evidence a copy of the move-out report to support the tenant's
613 position that such additional damages did not exist at the time of the move-out inspection.

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

616 I. The landlord may permit a tenant to provide damage insurance coverage in lieu of the payment of
617 a security deposit. Such damage insurance in lieu of a security deposit shall conform to the following
618 criteria:

619 1. The insurance company is licensed by the Virginia State Corporation Commission;

620 2. The insurance permits the payment of premiums on a monthly basis, unless the tenant selects a
621 different payment schedule;

622 3. The coverage is effective upon the payment of the first premium and remains effective for the
623 entire lease term;

624 4. The coverage provided per claim is no less than the amount the landlord requires for security
625 deposits;

626 5. The insurance company agrees to approve or deny payment of a claim in accordance with
627 regulations adopted by the State Corporation Commission's Bureau of Insurance; and

628 6. The insurance company shall notify the landlord within 10 days if the damage policy lapses or is
629 canceled.

630 J. Each landlord may designate one or more damage insurance companies from which the landlord
631 will accept damage insurance in lieu of a security deposit. Such insurers shall be identified in the
632 written lease agreement.

633 K. A tenant who initially opts to provide damage insurance in lieu of a security deposit may, at any
634 time without consent of the landlord, opt to pay the full security deposit to the landlord in lieu of
635 maintaining a damage insurance policy. The landlord shall not alter the terms of the lease in the event a
636 tenant opts to pay the full amount of the security deposit pursuant to this subsection.

637 **§ 64.2-2008. Fees and costs.**

638 A. The petitioner shall pay the filing fee set forth in subdivision A 43 42 of § 17.1-275 and costs.
639 Service fees and court costs may be waived by the court if it is alleged under oath that the estate of the
640 respondent is unavailable or insufficient. If a guardian or conservator is appointed and the court finds
641 that the petition is brought in good faith and for the benefit of the respondent, the court shall order that
642 the petitioner be reimbursed from the estate for all reasonable costs and fees if the estate of the
643 incapacitated person is available and sufficient to reimburse the petitioner. If a guardian or conservator
644 is not appointed and the court nonetheless finds that the petition is brought in good faith and for the
645 benefit of the respondent, the court may direct the respondent's estate, if available and sufficient, to
646 reimburse the petitioner for all reasonable costs and fees. The court may require the petitioner to pay or
647 reimburse all or some of the respondent's reasonable costs and fees and any other costs incurred under
648 this chapter if the court finds that the petitioner initiated a proceeding under this chapter that was in bad
649 faith or not for the benefit of the respondent.

650 B. In any proceeding filed pursuant to this article, if the adult subject of the petition is determined to
651 be indigent, any fees and costs of the proceeding that are fixed by the court or taxed as costs shall be
652 borne by the Commonwealth.

653 **§ 64.2-2012. Petition for restoration, modification, or termination; effects.**

654 A. Upon petition by the incapacitated person, the guardian or conservator, or any other person or
655 upon motion of the court, the court may (i) declare the incapacitated person restored to capacity; (ii)
656 modify the type of appointment or the areas of protection, management, or assistance previously granted
657 or require a new bond; (iii) terminate the guardianship or conservatorship; (iv) order removal of the
658 guardian or conservator as provided in § 64.2-1410; or (v) order other appropriate relief. The fee for
659 filing the petition shall be as provided in subdivision A 43 42 of § 17.1-275.

660 B. In the case of a petition for modification to expand the scope of a guardianship or
661 conservatorship, the incapacitated person shall be entitled to a jury, upon request. Notice of the hearing
662 and a copy of the petition shall be personally served on the incapacitated person and mailed to other
663 persons entitled to notice pursuant to § 64.2-2004. The court shall appoint a guardian ad litem for the
664 incapacitated person and may appoint one or more licensed physicians or psychologists or licensed
665 professionals skilled in the assessment and treatment of the physical or mental conditions of the
666 incapacitated person, as alleged in the petition, to conduct an evaluation. Upon the filing of any other
667 such petition or upon the motion of the court, and after reasonable notice to the incapacitated person,
668 any guardian or conservator, any attorney of record, any person entitled to notice of the filing of an
669 original petition as provided in § 64.2-2004, and any other person or entity as the court may require, the
670 court shall hold a hearing.

671 C. An order appointing a guardian or conservator may be revoked, modified, or terminated upon a
672 finding that it is in the best interests of the incapacitated person and that:

673 1. The incapacitated person is no longer in need of the assistance or protection of a guardian or
674 conservator;

675 2. The extent of protection, management, or assistance previously granted is either excessive or
676 insufficient considering the current need of the incapacitated person;

677 3. The incapacitated person's understanding or capacity to manage his estate and financial affairs or
678 to provide for his health, care, or safety has so changed as to warrant such action; or

679 4. Circumstances are such that the guardianship or conservatorship is no longer necessary or is
680 insufficient.

681 D. The court shall declare the person restored to capacity and discharge the guardian or conservator
682 if, on the basis of evidence offered at the hearing, the court finds by a preponderance of the evidence
683 that the incapacitated person has substantially regained his ability to (i) care for his person in the case of
684 a guardianship or (ii) manage and handle his estate in the case of a conservatorship.

685 In the case of a petition for modification of a guardianship or conservatorship, the court shall order
686 (a) limiting or reducing the powers of the guardian or conservator if the court finds by a preponderance
687 of the evidence that it is in the best interests of the incapacitated person to do so, or (b) increasing or
688 expanding the powers of the guardian or conservator if the court finds by clear and convincing evidence
689 that it is in the best interests of the incapacitated person to do so.

690 The court may order a new bond or other appropriate relief upon finding by a preponderance of the
691 evidence that the guardian or conservator is not acting in the best interests of the incapacitated person or
692 of the estate.

693 E. The powers of a guardian or conservator shall terminate upon the death, resignation, or removal of
694 the guardian or conservator or upon the termination of the guardianship or conservatorship.

695 A guardianship or conservatorship shall terminate upon the death of the incapacitated person or, if
696 ordered by the court, following a hearing on the petition of any interested person.

697 F. The court may allow reasonable compensation from the estate of the incapacitated person to any
698 guardian ad litem, attorney, or evaluator appointed pursuant to this section. Any compensation allowed
699 shall be taxed as costs of the proceeding.

700 **2. That the clerk of the State Corporation Commission (the clerk) shall provide a downloadable**
701 **form for the filing of a resident agent appointment pursuant to § 55.1-1211 of the Code of**
702 **Virginia, as amended by this act, and begin accepting paper filings on July 1, 2021. The clerk**
703 **shall begin accepting online filings pursuant to § 55.1-1211 of the Code of Virginia, as amended by**
704 **this act, by July 1, 2022.**