

**Department of Planning and Budget**  
**2021 Special Session I - Fiscal Impact Statement**

**1. Bill Number:** HB1981

<b>House of Origin</b>	<input type="checkbox"/> Introduced	<input type="checkbox"/> Substitute	<input type="checkbox"/> Engrossed
<b>Second House</b>	<input type="checkbox"/> In Committee	<input type="checkbox"/> Substitute	<input checked="" type="checkbox"/> Enrolled

**2. Patron:** Carr

**3. Committee:** Passed both Houses.

**4. Title:** Virginia Residential Landlord and Tenant Act; access to dwelling unit during certain emergencies.

**5. Summary:** Provides that a tenant shall be deemed to have reasonable justification for declining to permit a landlord or managing agent to exhibit the tenant's dwelling unit for sale or lease if the tenant has reasonable concern for his own health, or the health of any authorized occupant, during a state of emergency declared by the Governor in response to a communicable disease of public health threat and the tenant has provided written notice to the landlord informing the landlord of such concern. The bill requires the tenant in such circumstances to provide to the landlord or managing agent a video tour of the dwelling unit or other acceptable substitute for exhibiting the dwelling unit for sale or lease. The bill also provides that during a state of emergency declared by the Governor in response to a communicable disease of public health threat a tenant may provide written notice to the landlord requesting that one or more nonemergency property conditions in the dwelling unit not be addressed in the normal course of business of the landlord due to such communicable disease of public health threat. The bill provides that in such case, the tenant shall be deemed to have waived any and all claims and rights under the Virginia Residential Landlord and Tenant Act against the landlord for failure to address such nonemergency property conditions.

Lastly, the bill provides that in the case of a tenant who has provided notice that he does not want nonemergency repairs made during the state of emergency due to a communicable disease of public health threat, the landlord may nonetheless enter the dwelling unit to do nonemergency repairs and maintenance with at least seven days' written notice to the tenant and at a time consented to by the tenant, no more than once every six months, provided that the employees and agents sent by the landlord are wearing all appropriate and reasonable personal protective equipment as required by state law. Furthermore, if the landlord is required to conduct maintenance or an inspection pursuant to the agreement for the loan or insurance policy that covers the dwelling unit, the tenant shall allow such maintenance or inspection, provided that the employees and agents sent by the landlord are wearing all appropriate personal protective equipment as required by state law.

**6. Budget Amendment Necessary:** No.

**7. Fiscal Impact Estimates:** Final.

- 8. Fiscal Implications:** The Department of Housing and Community Development has no oversight or administrative obligations regarding the Virginia Residential Landlord and Tenant Act. The department does update and publish on its website the Landlord Tenant Handbook. Any legislative changes made to the Act will be updated, but the department can do so using current resources. This bill may impact the court system.
- 9. Specific Agency or Political Subdivisions Affected:** Department of Housing and Community Development; courts.
- 10. Technical Amendment Necessary:** No.
- 11. Other Comments:** None.