

1995 SESSION

LEGISLATION NOT PREPARED BY DLS
ENGROSSED

LD9823000

HOUSE BILL NO. 2247

House Amendments in [] — February 4, 1995

A *BILL to amend and reenact § 55-248.18 of the Code of Virginia, relating to landlord access to a tenant's dwelling unit.*

Patron—Darner

Referred to Committee for Courts of Justice

Be it enacted by the General Assembly of Virginia:

1. That § 55-248.18 of the Code of Virginia is amended and reenacted as follows:

§ 55-248.18. Access.

A. The tenant shall not unreasonably withhold consent to the landlord to enter into the dwelling unit in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors. The landlord may enter the dwelling unit without consent of the tenant in case of emergency. The landlord shall not abuse the right of access or use it to harass the tenant. Except in case of emergency or if it is impractical to do so, the landlord shall give the tenant reasonable notice of his intent to enter and may enter only at reasonable times [*unless the tenant agrees to a shorter notification period*]. *The landlord shall give [written] notice to the tenant no less than forty-eight hours prior to his intended application of pesticide in tenant's dwelling unit or on any common area of the apartment units. [If a tenant requests the application of the pesticide, the forty-eight hour notice requirement is not required.]* The landlord has no other right to access except by court order or that permitted by §§ 55-248.32 and 55-248.33 or if the tenant has abandoned or surrendered the premises.

B. The tenant may install, within the apartment, new burglary prevention, including chain latch devices approved by the landlord, and fire detection devices that the tenant may believe necessary to insure his safety, provided:

1. Installation does no permanent damage to any part of the apartment.

2. A duplicate of all keys and instructions of how to operate all devices are given to the landlord or landlord's agent.

3. Upon termination of occupancy the tenant shall, upon request of the landlord, remove all such devices and repair all damages.

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