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SENATE BILL NO. 795

Offered January 12, 2011

Prefiled December 28, 2010

A BILL to amend and reenact §§ 26-15, 55-58.1, 55-59, 55-59.1, 59.1-199, and 59.1-200 of the Code of Virginia and to amend the Code of Virginia by adding sections numbered 55-59.5 and 55-59.6, relating to foreclosure procedures.

Patrons—McEachin and Petersen

Referred to Committee for Courts of Justice

Be it enacted by the General Assembly of Virginia:

1. That §§ 26-15, 55-58.1, 55-59, 55-59.1, 59.1-199, and 59.1-200 of the Code of Virginia are amended and reenacted and that the Code of Virginia is amended by adding sections numbered 55-59.5 and 55-59.6 as follows:

§ 26-15. Accounts of sales under deeds of trust, etc.

Within six months after the date of a sale made under any recorded deed of trust, mortgage or assignment for benefit of creditors, otherwise than under a decree, the trustee shall return an account of sale to the commissioner of accounts of the court wherein the instrument was first recorded. Promptly after recording any trustee's deed, the trustee shall deliver to the commissioner of accounts a copy of the deed. The date of sale is the date specified in the notice of sale, or any postponement thereof, as required by subsection A B of § 55-59.1. The commissioner shall state, settle and report to the court an account of the transactions of such trustee, and it shall be recorded as other fiduciary reports. Any trustee failing to comply with this section shall forfeit his commissions on such sale, unless such commissions are allowed by the court.

If the commissioner of accounts of the court wherein an instrument was first recorded becomes aware that an account as required by this section has not been filed, the commissioner and the court shall proceed against the trustee in like manner and impose like penalties as set forth in § 26-13, unless such trustee is excused for sufficient reason. If after a deed of trust is given on land lying in a county, and before sale thereunder, the land is taken within the limits of the incorporated city, the returns of the trustee and settlement of his accounts shall be before the commissioner of accounts of such city.

Whenever the commissioner reports to the court that a fiduciary, who is an attorney-at-law licensed to practice in the Commonwealth, has failed to make the required return within 30 days after the date of service of a summons, the commissioner shall also mail a copy of his report to the Virginia State Bar.

§ 55-58.1. Security trusts defined; requirements for trustees and for recordation.

(1)A. For the purposes of this article, the term "security trust" shall include a deed of trust, mortgage, bond or other instrument, entered into after the effective date of this article under which the title to real and personal property, or either of them, wholly situate in and including no property situate outside of the Commonwealth of Virginia, is conveyed, transferred, encumbered or pledged to secure the payment of money or the performance of an obligation; provided, however, that the provisions of this section shall not apply to supplements to existing security trust instruments now of record executed pursuant to the provisions of said existing security trust instruments. This section shall not apply to security trusts applying to property singly or jointly owned and situate partly in ~~this the~~ Commonwealth and partly outside ~~this the~~ Commonwealth or to property situate in ~~this the~~ Commonwealth which, together with property situate outside ~~this the~~ Commonwealth, is the security for the performance of an obligation.

(2)B. No person not a resident of ~~this the~~ Commonwealth may be named or act, in person or by agent or attorney, as the trustee of a security trust, either individually or as one of several trustees, the other or others of which are residents of ~~this the~~ Commonwealth. No corporation may be named or act as the trustee or as one of the trustees of a security trust unless it is chartered under the laws of ~~this the~~ Commonwealth or of the United States of America, and unless its principal office is within ~~this the~~ Commonwealth.

(3)C. No clerk shall admit any security trust for recordation which does not state the full residence or business address of the trustee or trustees named therein, including street address and zip code. Notwithstanding any other provisions of this section, if any security trust is admitted by a clerk for recordation it shall be conclusively presumed that such security trust complies with all the requirements of this section.

(4)D. All deeds of trusts, mortgages, bonds or other instruments recorded by the clerk prior to January 1, 1999, without the residence or business address of the trustee or trustees named therein shall be valid for all purposes as if such address had been named therein, if such recordation be otherwise

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valid according to the law then in force, provided, that this section shall not affect any right or remedy of any third party which accrued after the recordation of said instrument or before July 1, 1960.

E. If a corporation or other business entity that is named as the trustee of a security trust transfers the property under a trustee's deed of any kind, the name, telephone number, and full residence or business address, including street address and zip code of the individual executing the deed on behalf of the corporation or business entity shall be printed on the deed.

F. The signature of an individual on any trustee's deed, whether such individual is acting as the trustee or on behalf of a trustee that is a corporation or other business entity, shall constitute a certification under oath that such individual has determined that the requirements of §§ 55-59, 55-59.1, and 55-59.5 have been met.

§ 55-59. How deed of trust construed; duties, rights, etc., of parties.

Every deed of trust to secure debts or indemnify sureties is in the nature of a contract and shall be construed according to its terms to the extent not in conflict with the requirements of law. Unless otherwise provided therein, it shall be construed to impose and confer upon the parties thereto, and the beneficiaries thereunder, the following duties, rights and obligations in like manner as if the same were expressly provided for by such deed of trust:

1. The deed shall be construed as given to secure the performance of each of the covenants entered into by the grantor as well as the payment of the primary obligation.

2. The grantor shall be deemed to covenant that he will pay all taxes, levies, assessments and charges upon the property, including the fees and charges of such agents or attorneys as the trustee may deem advisable to employ at any time for the purpose of the trust, so long as any obligation upon the grantor under the deed of trust remains undischarged.

3. The grantor shall be deemed to covenant that he will keep the improvements on the property in tenable condition, whether such improvements were on the property when the deed of trust was given or were thereafter placed thereon.

4. The grantor shall be deemed to covenant that no waste shall be committed or suffered upon the property.

5. The grantor shall be deemed to covenant that in the event of his failure to meet any obligations imposed upon him then the trustee or any beneficiary may, at his option, satisfy the same. The money so advanced, with interest thereon as provided in the deed of trust, shall be a part of the debt secured by the deed of trust, in the event of sale to be paid next after the expenses of executing the trust, and shall be otherwise recoverable from the grantor as a debt. In addition, to the extent not otherwise covered, the grantor shall be deemed to covenant that amount advanced or incurred by the trustee or any beneficiary under a deed of trust (i) with respect to an obligation secured by a lien or encumbrance prior to the lien of the deed of trust or (ii) for the protection of the lien secured by the deed of trust, together with interest as provided in the deed of trust, shall be a part of the debt secured by the deed of trust, to be paid next after expenses of executing the trust.

6. A covenant to pay interest shall be deemed a covenant to pay interest on the principal balance as such rate may vary or be modified from time to time by the parties under the original instruments or agreements or a written agreement of modification, whether or not recorded, and all the interest on the principal secured by the deed of trust shall be on an equal priority with the principal debt secured by the deed of trust, in the event of sale to be paid next after the expenses of executing the trust.

Any covenant, otherwise authorized by law, that the lender shall be entitled to share in the gross income or the net income, or the gross rent or revenues, or net rents or revenues of the property, or in any portion of the proceeds or appreciation upon sale or appraisal or similar event, shall be on an equal priority with the principal debt secured by the deed of trust, in the event of sale to be paid next after the expenses of executing the trust, and shall be specified in the recorded deed of trust or other recorded document in order to be notice of record as against subsequent parties.

7. In the event of default in the payment of the debt secured, or any part thereof, at maturity, or in the payment of interest when due, or of the breach of any of the covenants entered into or imposed upon the grantor, then ~~at the~~ upon receipt of a request of any beneficiary that complies with subdivision 11 the trustee shall forthwith declare all the debts and obligations secured by the deed of trust at once due and payable and may take possession of the property and proceed to sell the same at auction at the premises or in the front of the circuit court building or at such other place in the city or county in which the property or the greater part thereof lies, or in the corporate limits of any city surrounded by or contiguous to such county, or in the case of annexed land, in the county of which the land was formerly a part, as the trustee may select upon such terms and conditions as the trustee may deem best.

8. If the sale is upon credit terms, the deferred purchase money shall bear interest from the day of sale and shall be secured by a deed of trust upon the property contemporaneous with the trustee's deed to the purchaser.

9. The party secured by the deed of trust, or the holders of greater than ~~fifty~~ 50 percent of the monetary obligations secured thereby, shall have the right and power to appoint a substitute trustee or

trustees for any reason and, regardless of whether such right and power is expressly granted in such deed of trust, by executing and acknowledging an instrument designating and appointing a substitute. When the instrument of appointment has been executed, the substitute trustee or trustees named therein shall be vested with all the powers, rights, authority and duties vested in the trustee or trustees in the original deed of trust. The instrument of appointment shall be recorded in the office of the clerk wherein the original deed of trust is recorded prior to or at the time of recordation of any instrument in which a power, right, authority or duty conferred by the original deed of trust is exercised.

10. As a condition of the appointment of a substitute trustee for a deed of trust on residential property consisting of one to four units, copies of the documents showing the authority of the party to make such appointment, including all assignments of the indebtedness secured thereby upon which such party claims the authority to appoint a substitute trustee, shall be recorded in the office of the clerk wherein the original deed of trust is recorded.

11. When a beneficiary states that a default has occurred in the payment of a debt secured by a deed of trust on residential property consisting of one to four units and makes a request to a trustee pursuant to subdivision 7, such request shall state the following:

- a. The date of default;
- b. The date and amount of the last payment received on the debt;
- c. Whether the debt was considered for any modification or loss mitigation and, if so, the type of modification or mitigation considered;
- d. Whether any modification or loss mitigation was attempted and, if so, the date such attempt was made and the results of such attempt;
- e. The identity of the individual who determined that the information in subdivisions 11 a through 11 d was accurate, including the individual's printed name, telephone number, and full residence or business address, including street address and zip code; and
- f. The basis for the beneficiary's claim of authority to make such request, including identification of the contracts and any assignments upon which the beneficiary relies, the date of such contracts and assignments, and the parties to such contracts and assignments.

12. After making a request pursuant to subdivision 7, a beneficiary shall continue to accept payments on the underlying debt and credit such payments to the underlying indebtedness.

§ 55-59.1. Notices required before sale by trustee to owners, lienors, etc.; if note lost.

A. At least 45 days before the proposed sale in execution of a deed of trust, the party secured shall send a written notice of intent to foreclose to the present owner of the property. The notice shall contain the name and telephone number of (i) the party secured; (ii) the mortgage servicer, if any; and (iii) an agent of the secured party who is authorized to modify the terms of the loan secured by the deed of trust.

B. In addition to the advertisement required by § 55-59.2 the trustee or the party secured shall give written notice of the time, date and place of any proposed sale in execution of a deed of trust, which notice shall include either (i) the instrument number or deed book and page numbers of the instrument of appointment filed pursuant to § 55-59; or (ii) ~~said notice shall include~~ a copy of the executed and notarized appointment of substitute trustee, by personal delivery or by mail to (i) service on the present owner of the property to be sold at his last known address, as such owner and address appear appears in the records of the party secured, (ii) ~~no less than 14 days prior to such sale and by mail to~~ (a) any subordinate lienholder who holds a note against the property secured by a deed of trust recorded at least 30 days prior to the proposed sale and whose address is recorded with the deed of trust, (iii) (b) any assignee of such a note secured by a deed of trust provided the assignment and address of assignee are likewise recorded at least 30 days prior to the proposed sale, (iv) (c) any condominium unit owners' association which has filed a lien pursuant to § 55-79.84, (v) (d) any property owners' association which has filed a lien pursuant to § 55-516, and (vi) (e) any proprietary lessees' association which has filed a lien pursuant to § 55-472. Written notice shall be given pursuant to clauses (iv) (c), (v) (d), and (vi) (e) only if the lien is recorded at least 30 days prior to the proposed sale. Mailing of a copy of the advertisement or a notice containing the same information to the owner by certified or registered mail no less than 14 days prior to such sale and to lienholders, the property owners' association or proprietary lessees' association, their assigns and the condominium unit owners' association, at the address noted in the memorandum of lien, by ordinary mail no less than 14 days prior to such sale shall be a sufficient compliance with the requirement of notice. The written notice of proposed sale when given as provided herein in this subsection shall be deemed an effective exercise of any right of acceleration contained in such deed of trust or otherwise possessed by the party secured relative to the indebtedness secured. When the present owner cannot be located after due diligence, service of the notice may be accomplished by mailing the required notice by certified or registered mail to the last known address of such owner no less than 14 days prior to the sale. When the property secured by the deed of trust is residential property consisting of one to four units, a copy of the notice shall also be posted at each

182 *unit of the property no less than 14 days prior to the sale.* The inadvertent failure to give notice as
183 required by this subsection shall not impose liability on either the trustee or the secured party.

184 *BC.* If a note or other evidence of indebtedness secured by a deed of trust is lost or for any reason
185 cannot be produced and the beneficiary submits to the trustee an affidavit to that effect, the trustee may
186 nonetheless proceed to sale, provided the beneficiary has given written notice to the person required to
187 pay the instrument that the instrument is unavailable and a request for sale will be made of the trustee
188 upon expiration of 14 days from the date of mailing of the notice. The notice shall be sent by certified
189 mail, return receipt requested, to the last known address of the person required to pay the instrument as
190 reflected in the records of the beneficiary and shall include the name and mailing address of the trustee.
191 The notice shall further advise the person required to pay the instrument that if he believes he may be
192 subject to a claim by a person other than the beneficiary to enforce the instrument, he may petition the
193 circuit court of the county or city where the property or some part thereof lies for an order requiring the
194 beneficiary to provide adequate protection against any such claim. If deemed appropriate by the court,
195 the court may condition the sale on a finding that the person required to pay the instrument is
196 adequately protected against loss that might occur by reason of a claim by another person to enforce the
197 instrument. Adequate protection may be provided by any reasonable means. If the trustee proceeds to
198 sale, the fact that the instrument is lost or cannot be produced shall not affect the authority of the trustee
199 to sell or the validity of the sale.

200 *CD.* When the written notice of proposed sale is given as provided herein, there shall be a rebuttable
201 presumption that the lienholder has complied with any requirement to provide notice of default
202 contained in a deed of trust. Failure to comply with the requirements of notice contained in this section
203 shall not affect the validity of the sale, and a purchaser for value at such sale shall be under no duty to
204 ascertain whether such notice was validly given.

205 *DE.* In the event of postponement of sale *for a period of less than 30 days*, which may be done in
206 the discretion of the trustee, no new or additional notice need be given pursuant to this section.

207 *F. The affidavit required under subsection C shall contain the following information:*

208 *1. The storage location where the note or other evidence of indebtedness should be located or where*
209 *the beneficiary's records indicate it is located;*

210 *2. The method of storing and organizing documents at that location;*

211 *3. The method of retrieving documents at that location;*

212 *4. The last known location of the original note or other evidence of indebtedness;*

213 *5. The steps taken to locate the original note or other evidence of indebtedness;*

214 *6. The identity of the individual who determined that the note or other evidence of indebtedness was*
215 *lost or could not be produced, including the individual's printed name, telephone number, and full*
216 *residence or business address, including street address and zip code; and*

217 *7. The date that the determination that the note or other evidence of indebtedness was lost was*
218 *made.*

219 *The affidavit shall be accompanied by copies of the documents showing that the beneficiary giving*
220 *the notice was a beneficiary of the interest secured by the deed of trust, including copies of all*
221 *assignments to the beneficiary upon which his claim is based.*

222 *§ 55-59.5. Fiduciary duties of trustee.*

223 *A. A trustee exercising any power given under a deed of trust owes a fiduciary duty to the*
224 *beneficiaries of the deed of trust and the grantor. Such duties include the following:*

225 *1. Identify all beneficiaries who will receive any proceeds from a sale prior to holding the sale;*

226 *2. Promptly distribute the proceeds from a sale;*

227 *3. Prior to exercising any power given under a deed of trust, have possession of the original note or*
228 *evidence of indebtedness secured by the deed of trust, along with any assignments, or the original*
229 *affidavit required by subsection C of § 55-59.1, along with any accompanying documentation; and*

230 *4. Prior to any sale, confirm that the request made pursuant to subdivision 7 of § 55-59 complies*
231 *with subdivision 11 of that section and includes the documentation required to be in the trustee's*
232 *possession pursuant to subdivision A 3 of this section and any documents recorded pursuant to*
233 *subdivision 10 of § 55-59.*

234 *B. If any question is raised regarding the default status of the underlying debt, the identity of the*
235 *holder or beneficiaries, or the trustee's authority to proceed to sale, the sale shall be postponed until the*
236 *question is resolved by the trustee. If the question cannot be resolved, then the trustee shall file an*
237 *action for a declaratory judgment in the circuit court for the jurisdiction where the property is located.*

238 *§ 55-59.6. Violations; Virginia Consumer Protection Act.*

239 *Any violation of the provisions of §§ 55-59 through 55-59.5 shall constitute a prohibited practice*
240 *under the provisions of § 59.1-200 and shall be subject to any and all of the enforcement provisions of*
241 *the Virginia Consumer Protection Act (§ 59.1-196 et seq.).*

242 *§ 59.1-199. Exclusions.*

243 *Nothing in this chapter shall apply to:*

A1. Any aspect of a consumer transaction which aspect is authorized under laws or regulations of this Commonwealth or the United States, or the formal advisory opinions of any regulatory body or official of this Commonwealth or the United States;

B2. Acts done by the publisher, owner, agent or employee of a newspaper, periodical, or radio or television station, or other advertising media such as outdoor advertising and advertising agencies, in the publication or dissemination of an advertisement in violation of § 59.1-200, unless it be proved that such person knew that the advertisement was of a character prohibited by § 59.1-200;

C3. Those aspects of a consumer transaction which are regulated by the Federal Consumer Credit Protection Act, 15 U.S.C. § 1601 et seq.;

~~D. Banks~~4. Except with respect to violations of §§ 55-59 through 55-59.5, banks, savings institutions, credit unions, small loan companies, public service corporations, mortgage lenders as defined in § 6.1-409, broker-dealers as defined in § 13.1-501, gas suppliers as defined in subsection E of § 56-235.8, and insurance companies regulated and supervised by the State Corporation Commission or a comparable federal regulating body;

E5. Any aspect of a consumer transaction which is subject to the Landlord and Tenant Act, Chapter 13 (§ 55-217 et seq.) of Title 55 or the Virginia Residential Landlord and Tenant Act, Chapter 13.2 (§ 55-248.2 et seq.) of Title 55, unless the act or practice of a landlord constitutes a misrepresentation or fraudulent act or practice under § 59.1-200; or

F6. Real estate licensees who are licensed under Chapter 21 (§ 54.1-2100 et seq.) of Title 54.1. § 59.1-200. Prohibited practices.

A. The following fraudulent acts or practices committed by a supplier in connection with a consumer transaction are hereby declared unlawful:

1. Misrepresenting goods or services as those of another;
2. Misrepresenting the source, sponsorship, approval, or certification of goods or services;
3. Misrepresenting the affiliation, connection, or association of the supplier, or of the goods or services, with another;

4. Misrepresenting geographic origin in connection with goods or services;

5. Misrepresenting that goods or services have certain quantities, characteristics, ingredients, uses, or benefits;

6. Misrepresenting that goods or services are of a particular standard, quality, grade, style, or model;

7. Advertising or offering for sale goods that are used, secondhand, repossessed, defective, blemished, deteriorated, or reconditioned, or that are "seconds," irregulars, imperfects, or "not first class," without clearly and unequivocally indicating in the advertisement or offer for sale that the goods are used, secondhand, repossessed, defective, blemished, deteriorated, reconditioned, or are "seconds," irregulars, imperfects or "not first class";

8. Advertising goods or services with intent not to sell them as advertised, or with intent not to sell at the price or upon the terms advertised.

In any action brought under this subdivision, the refusal by any person, or any employee, agent, or servant thereof, to sell any goods or services advertised or offered for sale at the price or upon the terms advertised or offered, shall be prima facie evidence of a violation of this subdivision. This paragraph shall not apply when it is clearly and conspicuously stated in the advertisement or offer by which such goods or services are advertised or offered for sale, that the supplier or offeror has a limited quantity or amount of such goods or services for sale, and the supplier or offeror at the time of such advertisement or offer did in fact have or reasonably expected to have at least such quantity or amount for sale;

9. Making false or misleading statements of fact concerning the reasons for, existence of, or amounts of price reductions;

10. Misrepresenting that repairs, alterations, modifications, or services have been performed or parts installed;

11. Misrepresenting by the use of any written or documentary material that appears to be an invoice or bill for merchandise or services previously ordered;

12. Notwithstanding any other provision of law, using in any manner the words "wholesale," "wholesaler," "factory," or "manufacturer" in the supplier's name, or to describe the nature of the supplier's business, unless the supplier is actually engaged primarily in selling at wholesale or in manufacturing the goods or services advertised or offered for sale;

13. Using in any contract or lease any liquidated damage clause, penalty clause, or waiver of defense, or attempting to collect any liquidated damages or penalties under any clause, waiver, damages, or penalties that are void or unenforceable under any otherwise applicable laws of the Commonwealth, or under federal statutes or regulations;

14. Using any other deception, fraud, false pretense, false promise, or misrepresentation in connection with a consumer transaction;

15. Violating any provision of § 3.2-6512, 3.2-6513, or 3.2-6516, relating to the sale of certain

305 animals by pet dealers which is described in such sections, is a violation of this chapter;

306 16. Failing to disclose all conditions, charges, or fees relating to:

307 a. The return of goods for refund, exchange, or credit. Such disclosure shall be by means of a sign
308 attached to the goods, or placed in a conspicuous public area of the premises of the supplier, so as to be
309 readily noticeable and readable by the person obtaining the goods from the supplier. If the supplier does
310 not permit a refund, exchange, or credit for return, he shall so state on a similar sign. The provisions of
311 this subdivision shall not apply to any retail merchant who has a policy of providing, for a period of not
312 less than 20 days after date of purchase, a cash refund or credit to the purchaser's credit card account
313 for the return of defective, unused, or undamaged merchandise upon presentation of proof of purchase.
314 In the case of merchandise paid for by check, the purchase shall be treated as a cash purchase and any
315 refund may be delayed for a period of 10 banking days to allow for the check to clear. This subdivision
316 does not apply to sale merchandise that is obviously distressed, out of date, post season, or otherwise
317 reduced for clearance; nor does this subdivision apply to special order purchases where the purchaser
318 has requested the supplier to order merchandise of a specific or unusual size, color, or brand not
319 ordinarily carried in the store or the store's catalog; nor shall this subdivision apply in connection with a
320 transaction for the sale or lease of motor vehicles, farm tractors, or motorcycles as defined in
321 § 46.2-100;

322 b. A layaway agreement. Such disclosure shall be furnished to the consumer (i) in writing at the time
323 of the layaway agreement, or (ii) by means of a sign placed in a conspicuous public area of the
324 premises of the supplier, so as to be readily noticeable and readable by the consumer, or (iii) on the bill
325 of sale. Disclosure shall include the conditions, charges, or fees in the event that a consumer breaches
326 the agreement;

327 16a. Failing to provide written notice to a consumer of an existing open-end credit balance in excess
328 of \$5 (i) on an account maintained by the supplier and (ii) resulting from such consumer's overpayment
329 on such account. Suppliers shall give consumers written notice of such credit balances within 60 days of
330 receiving overpayments. If the credit balance information is incorporated into statements of account
331 furnished consumers by suppliers within such 60-day period, no separate or additional notice is required;

332 17. If a supplier enters into a written agreement with a consumer to resolve a dispute that arises in
333 connection with a consumer transaction, failing to adhere to the terms and conditions of such an
334 agreement;

335 18. Violating any provision of the Virginia Health Spa Act, Chapter 24 (§ 59.1-294 et seq.) of this
336 title;

337 19. Violating any provision of the Virginia Home Solicitation Sales Act, Chapter 2.1 (§ 59.1-21.1 et
338 seq.) of this title;

339 20. Violating any provision of the Automobile Repair Facilities Act, Chapter 17.1 (§ 59.1-207.1 et
340 seq.) of this title;

341 21. Violating any provision of the Virginia Lease-Purchase Agreement Act, Chapter 17.4
342 (§ 59.1-207.17 et seq.) of this title;

343 22. Violating any provision of the Prizes and Gifts Act, Chapter 31 (§ 59.1-415 et seq.) of this title;

344 23. Violating any provision of the Virginia Public Telephone Information Act, Chapter 32
345 (§ 59.1-424 et seq.) of this title;

346 24. Violating any provision of § 54.1-1505;

347 25. Violating any provision of the Motor Vehicle Manufacturers' Warranty Adjustment Act, Chapter
348 17.6 (§ 59.1-207.34 et seq.) of this title;

349 26. Violating any provision of § 3.2-5627, relating to the pricing of merchandise;

350 27. Violating any provision of the Pay-Per-Call Services Act, Chapter 33 (§ 59.1-429 et seq.) of this
351 title;

352 28. Violating any provision of the Extended Service Contract Act, Chapter 34 (§ 59.1-435 et seq.) of
353 this title;

354 29. Violating any provision of the Virginia Membership Camping Act, Chapter 25 (§ 59.1-311 et
355 seq.) of this title;

356 30. Violating any provision of the Comparison Price Advertising Act, Chapter 17.7 (§ 59.1-207.40 et
357 seq.) of this title;

358 31. Violating any provision of the Virginia Travel Club Act, Chapter 36 (§ 59.1-445 et seq.) of this
359 title;

360 32. Violating any provision of §§ 46.2-1231 and 46.2-1233.1;

361 33. Violating any provision of Chapter 40 (§ 54.1-4000 et seq.) of Title 54.1;

362 34. Violating any provision of Chapter 10.1 (§ 58.1-1031 et seq.) of Title 58.1;

363 35. Using the consumer's social security number as the consumer's account number with the supplier,
364 if the consumer has requested in writing that the supplier use an alternate number not associated with
365 the consumer's social security number;

366 36. Violating any provision of Chapter 18 (§ 6.2-1800 et seq.) of Title 6.2;

367 37. Violating any provision of § 8.01-40.2;
 368 38. Violating any provision of Article 7 (§ 32.1-212 et seq.) of Chapter 6 of Title 32.1;
 369 39. Violating any provision of Chapter 34.1 (§ 59.1-441.1 et seq.) of this title;
 370 40. Violating any provision of Chapter 20 (§ 6.2-2000 et seq.) of Title 6.2;
 371 41. Violating any provision of the Virginia Post-Disaster Anti-Price Gouging Act, Chapter 46
 372 (§ 59.1-525 et seq.) of this title;
 373 42. Violating any provision of Chapter 47 (§ 59.1-530 et seq.) of this title;
 374 43. Violating any provision of § 59.1-443.2;
 375 44. Violating any provision of Chapter 48 (§ 59.1-533 et seq.) of this title;
 376 45. Violating any provision of Chapter 25 (§ 6.2-2500 et seq.) of Title 6.2;
 377 46. Violating the provisions of clause (i) of subsection B of § 54.1-1115;
 378 47. Violating any provision of § 18.2-239;
 379 48. Violating any provision of Chapter 26 (§ 59.1-336 et seq.);
 380 49. Selling, offering for sale, or manufacturing for sale a children's product the supplier knows or has
 381 reason to know was recalled by the U.S. Consumer Product Safety Commission. There is a rebuttable
 382 presumption that a supplier has reason to know a children's product was recalled if notice of the recall
 383 has been posted continuously at least 30 days before the sale, offer for sale, or manufacturing for sale
 384 on the website of the U.S. Consumer Product Safety Commission. This prohibition does not apply to
 385 children's products that are used, secondhand or "seconds";
 386 50. Violating any provision of Chapter 44.1 (§ 59.1-518.1 et seq.) of this title;
 387 51. Violating any provision of Chapter 22 (§ 6.2-2200 et seq.) of Title 6.2; ~~and~~
 388 52. Violating any provision of § 8.2-317.1; *and*
 389 53. *Violating any provision of §§ 55-59 through 55-59.5.*
 390 B. Nothing in this section shall be construed to invalidate or make unenforceable any contract or
 391 lease solely by reason of the failure of such contract or lease to comply with any other law of the
 392 Commonwealth or any federal statute or regulation, to the extent such other law, statute, or regulation
 393 provides that a violation of such law, statute, or regulation shall not invalidate or make unenforceable
 394 such contract or lease.