

1 VIRGINIA ACTS OF ASSEMBLY — CHAPTER

2 *An Act to amend and reenact § 55-248.13 of the Code of Virginia, relating to the Virginia Residential*
3 *Landlord and Tenant Act; obligations of the landlord; visible mold remediation.*

4 [H 1867]

5 Approved

6 **Be it enacted by the General Assembly of Virginia:**7 **1. That § 55-248.13 of the Code of Virginia is amended and reenacted as follows:**8 **§ 55-248.13. Landlord to maintain fit premises.**

9 A. The landlord shall:

10 1. Comply with the requirements of applicable building and housing codes materially affecting health
11 and safety;12 2. Make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable
13 condition;14 3. Keep all common areas shared by two or more dwelling units of the premises in a clean and
15 structurally safe condition;16 4. Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating,
17 ventilating, air-conditioning and other facilities and appliances, including elevators, supplied or required
18 to be supplied by him;19 5. Maintain the premises in such a condition as to prevent the accumulation of moisture and the
20 growth of mold, and to promptly respond to any notices from a tenant as provided in subdivision A 10
21 of § 55-248.16. *Where there is visible evidence of mold, the landlord shall promptly remediate the mold*
22 *conditions in accordance with the requirements of subsection E of § 8.01-226.12 and re-inspect the*
23 *dwelling unit to confirm that there is no longer visible evidence of mold in the dwelling unit. The*
24 *landlord shall make available to the tenant copies of any available written information related to the*
25 *remediation of mold;*26 6. Provide and maintain appropriate receptacles and conveniences, in common areas, for the
27 collection, storage, and removal of ashes, garbage, rubbish and other waste incidental to the occupancy
28 of two or more dwelling units and arrange for the removal of same;29 7. Supply running water and reasonable amounts of hot water at all times and reasonable air
30 conditioning if provided and heat in season except where the dwelling unit is so constructed that heat,
31 air conditioning or hot water is generated by an installation within the exclusive control of the tenant or
32 supplied by a direct public utility connection; and

33 8. Maintain any carbon monoxide alarm that has been installed by the landlord in a dwelling unit.

34 B. The landlord shall perform the duties imposed by subsection A in accordance with law; however,
35 the landlord shall only be liable for the tenant's actual damages proximately caused by the landlord's
36 failure to exercise ordinary care.37 C. If the duty imposed by subdivision 1 of subsection A is greater than any duty imposed by any
38 other subdivision of that subsection, the landlord's duty shall be determined by reference to subdivision
39 1 of subsection A.40 D. The landlord and tenant may agree in writing that the tenant perform the landlord's duties
41 specified in subdivisions 3, 6, and 7 of subsection A and also specified repairs, maintenance tasks,
42 alterations and remodeling, but only if the transaction is entered into in good faith and not for the
43 purpose of evading the obligations of the landlord, and if the agreement does not diminish or affect the
44 obligation of the landlord to other tenants in the premises.

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