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HOUSE BILL NO. 2033

Offered January 11, 2017

Prefiled January 10, 2017

A BILL to amend and reenact §§ 55-217, 55-222, 55-223, 55-224, 55-225.2, 55-225.3, 55-225.4, 55-225.6, 55-225.7, 55-225.9, 55-225.11, 55-225.12, 55-225.13, 55-226, 55-226.2, 55-237.1, 55-248.3:1, 55-248.6, 55-248.7, 55-248.7:1, 55-248.12, 55-248.12:1, 55-248.13, 55-248.13:1, 55-248.13:2, 55-248.15:1, 55-248.16, 55-248.17, 55-248.18, 55-248.18:2, 55-248.21:1, 55-248.24, 55-248.27, 55-248.31, 55-248.38:1, and 55-248.38:3 of the Code of Virginia, to amend the Code of Virginia by adding sections numbered 55-217.1, 55-225.01, 55-225.02, 55-225.11:1, and 55-225.19 through 55-225.48, and to repeal §§ 55-225.8 and 55-248.5 of the Code of Virginia, relating to landlord and tenant law; obligations and remedies for landlords and tenants.

Patron—Miller

Referred to Committee for Courts of Justice

Be it enacted by the General Assembly of Virginia:

1. That §§ 55-217, 55-222, 55-223, 55-224, 55-225.2, 55-225.3, 55-225.4, 55-225.6, 55-225.7, 55-225.9, 55-225.11, 55-225.12, 55-225.13, 55-226, 55-226.2, 55-237.1, 55-248.3:1, 55-248.6, 55-248.7, 55-248.7:1, 55-248.12, 55-248.12:1, 55-248.13, 55-248.13:1, 55-248.13:2, 55-248.15:1, 55-248.16, 55-248.17, 55-248.18, 55-248.18:2, 55-248.21:1, 55-248.24, 55-248.27, 55-248.31, 55-248.38:1, and 55-248.38:3 of the Code of Virginia are amended and reenacted and that the Code of Virginia is amended by adding sections numbered 55-217.1, 55-225.01, 55-225.02, 55-225.11:1, and 55-225.19 through 55-225.48 as follows:

§ 55-217. Applicability; right to terminate tenant.

A grantee or assignee of any land let to lease, or of the reversion thereof, and his heirs, personal representative or assigns shall enjoy against the lessee, his personal representative or assigns, the like advantage, by action or entry for any forfeiture or by action upon any covenant or promise in the lease, which the grantor, assignor or lessor, or his heirs, might have enjoyed. ~~The provisions of this chapter shall apply to all residential dwelling units as specified herein. The provisions of this chapter shall also apply to all nonresidential tenancies unless the rental or lease agreement provides otherwise. The right to evict a tenant whose right of possession has been terminated in a residential tenancy under this chapter may only be effectuated by the filing of an unlawful detainer action, entry of an order of possession, and eviction pursuant to § 55-237.1. The right to evict a tenant whose right of possession has been terminated in any commercial or other nonresidential tenancy under this chapter may be effectuated by self-help eviction without further legal process so long as such eviction does not incite a breach of the peace. However, nothing herein shall be construed to preclude termination of any commercial or other nonresidential tenancy by the filing of an unlawful detainer action, entry of an order of possession, and eviction pursuant to § 55-237.1.~~

§ 55-217.1. Grantees and assignees to have same rights against lessees as lessors, etc.

A grantee or assignee of any land let to lease, or of the reversion thereof, and his heirs, personal representative, or assigns, shall enjoy against the lessee, and his heirs, personal representative or assigns, the like advantage, by action or entry for any forfeiture or by action upon any covenant or promise in the lease that the grantor, assignor, or lessor, or his heirs, might have enjoyed.

§ 55-222. Notice to terminate a tenancy in nonresidential premises; notice of change in use of building.

A. A tenancy in a nonresidential premises from year to year may be terminated by either party giving three months' notice, in writing, prior to the end of any year of the tenancy, of his intention to terminate the same. A tenancy from month to month may be terminated by either party giving 30 days' notice in writing, prior to the next rent due date, of his intention to terminate the same, unless the rental agreement provides for a different notice period. Written notice of termination shall be given in accordance with this chapter or the Virginia Residential Landlord and Tenant Act (§ 55-248.2 et seq.), as applicable lease agreement.

B. In addition to the termination rights set forth in subsection A, and notwithstanding the terms of the lease, the landlord may terminate the lease due to rehabilitation or a change in the use of all or any part of a building containing at least four residential units, upon 120 days' prior written notice to the tenant. Changes in use shall include but not be limited to conversion to hotel, motel, apartment hotel or other commercial use, planned unit development, substantial rehabilitation, demolition or sale to a contract purchaser requiring an empty building. This 120-day notice requirement shall not be waived

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59 except in the case of a tenancy from month to month, which may be terminated by the landlord by
60 giving the tenant 30 days' written notice prior to the next rent due date of the landlord's intention to
61 terminate the tenancy.

62 The written notice required by this section to terminate a tenancy shall not be contained in the rental
63 agreement or lease, but shall be a separate writing.

64 **§ 55-223. Effect of failure of tenant in nonresidential premises to vacate premises at expiration**
65 **of term.**

66 A tenant from year to year, month to month, or other definite term; *in a nonresidential premises*
67 shall not, by his mere failure to vacate the premises upon the expiration of the lease, be held as tenant
68 for another term when such failure is not due to his willfulness, negligence, or other avoidable cause,
69 but such tenant shall be liable to the lessor for use and occupation of the premises and also for any loss
70 or damage sustained by the lessor because of such failure to surrender possession at the time stipulated.

71 **§ 55-224. When tenant deserts nonresidential premises, how landlord may enter, etc.**

72 If any tenant from whom rent is in arrear and unpaid shall desert ~~the premises~~ *a nonresidential*
73 premises and leave the same uncultivated or unoccupied, without goods thereon subject to distress
74 sufficient to satisfy the rent, the lessor or his agent may post a notice, in writing, upon a conspicuous
75 part of the premises requiring the tenant to pay the rent, in the case of a monthly tenant within ~~ten~~ 10
76 days, and in the case of a yearly tenant within one month from the date of such notice. If the same be
77 not paid within the time specified in the notice, the lessor shall be entitled to possession of the premises
78 and may enter thereon and the right of such tenant thereto shall thenceforth be at an end; but the
79 landlord may recover the rent up to that time.

80 **§ 55-225.01. Sections applicable only to certain residential tenancies.**

81 A. *Residential tenancies. The Virginia Residential Landlord and Tenant Act (§ 55-248.2 et seq.) shall*
82 *apply to occupancy in any single-family residential dwelling unit and any multifamily dwelling unit*
83 *located in Virginia unless exempted pursuant to the provisions of this section.*

84 B. *Exempt residential dwelling units.*

85 1. *Where the landlord is a natural person, an estate, or a legal entity that owns no more than two*
86 *single-family residential dwelling units in the same name subject to a rental agreement, such landlord*
87 *may opt out of the Virginia Residential Landlord and Tenant Act (§ 55-248.2 et seq.) by so stating in a*
88 *rental agreement with a tenant. Such residential dwelling units shall be exempt from the Virginia*
89 *Residential Landlord and Tenant Act (§ 55-248.2 et seq.), and the provisions of §§ 55-225.01 through*
90 *55-225.48 shall be applicable.*

91 2. *Where occupancy is under a contract of sale of a dwelling unit or the property of which it is a*
92 *part, if the occupant is the purchaser or a person who succeeds to his interest, the provisions of this*
93 *chapter shall apply.*

94 C. *Tenancies and occupancies that are not residential tenancies. The following occupancies are not*
95 *residential tenancies under this chapter:*

96 1. *Residence at a public or private institution, if incidental to detention or the provision of medical,*
97 *geriatric, educational, counseling, religious, or similar services;*

98 2. *Occupancy by a member of a fraternal or social organization in the portion of a structure*
99 *operated for the benefit of the organization;*

100 3. *Occupancy by an owner of a condominium unit or a holder of a proprietary lease in a*
101 *cooperative;*

102 4. *Occupancy in a campground as defined in § 35.1-1;*

103 5. *Occupancy by a tenant who is not required to pay rent pursuant to a rental agreement;*

104 6. *Occupancy by an employee of a landlord whose right to occupancy in a multifamily dwelling unit*
105 *is conditioned upon employment in and about the premises or a former employee whose occupancy*
106 *continues less than 60 days; or*

107 7. *Occupancy in a public housing unit or other housing unit subject to regulation by the Department*
108 *of Housing and Urban Development unless the provisions of this chapter are inconsistent with the*
109 *regulations of the Department of Housing and Urban Development.*

110 D. *Occupancy in hotel, motel, and extended stay facility.*

111 1. *A guest who is an occupant of a hotel, motel, extended stay facility, vacation residential facility,*
112 *including those governed by the Virginia Real Estate Time-Share Act (§ 55-360 et seq.), boardinghouse,*
113 *or similar transient lodging shall not be construed to be a tenant living in a dwelling unit if such*
114 *person does not reside in such lodging as his primary residence. Such guest shall be exempt from this*
115 *chapter, and the innkeeper or property owner, or his agent, shall have the right to use self-help eviction*
116 *under Virginia law, without the necessity of the filing of an unlawful detainer action in a court of*
117 *competent jurisdiction and the execution of a writ of possession issued pursuant to such action, which*
118 *would otherwise be required under this chapter.*

119 2. *A hotel, motel, extended stay facility, vacation residential facility, boardinghouse, or similar*
120 *transient lodging shall be exempt from the provisions of this chapter if overnight sleeping*

accommodations are furnished to a person for consideration if such person does not reside in such lodging as his primary residence.

3. If a person resides in a hotel, motel, extended stay facility, vacation residential facility, including those governed by the Virginia Real Estate Time-Share Act (§ 55-360 et seq.), boardinghouse, or similar transient lodging as his primary residence for fewer than 90 consecutive days, such lodging shall not be subject to the provisions of this chapter. However, the owner of such lodging establishment shall give a five-day written notice of nonpayment to a person residing in such lodging and, upon the expiration of the five-day period specified in the notice, may exercise self-help eviction if payment in full has not been received.

4. If a person resides in a hotel, motel, extended stay facility, vacation residential facility, including those governed by the Virginia Real Estate Time-Share Act (§ 55-360 et seq.), boardinghouse, or similar transient lodging as his primary residence for more than 90 consecutive days or is subject to a written lease for more than 90 days, such lodging shall be subject to the provisions of this chapter.

§ 55-225.02. Definitions for residential dwelling units subject to this chapter.

As used in §§ 55-225.01 through 55-225.48, unless the context requires a different meaning:

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

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

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

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

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

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

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

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

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

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

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

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

"Dwelling unit" means a structure or part of a structure that is used as a home or residence by one or more persons who maintain a household, including a manufactured home as defined in § 55-248.41.

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

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

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

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

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

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

182 "Managing agent" means a person authorized by the landlord to act on behalf of the landlord under
183 an agreement.

184 "Mold remediation in accordance with professional standards" means mold remediation of that
185 portion of the dwelling unit or premises affected by mold, or any personal property of the tenant
186 affected by mold, performed consistent with guidance documents published by the U.S. Environmental
187 Protection Agency, the U.S. Department of Housing and Urban Development, or the American
188 Conference of Governmental Industrial Hygienists (the Bioaerosols: Assessment and Control); Standard
189 and Reference Guides of the Institute of Inspection, Cleaning, and Restoration Certification (IICRC) for
190 Professional Water Damage Restoration and Professional Mold Remediation; or any protocol for mold
191 remediation prepared by an industrial hygienist consistent with such guidance documents.

192 "Multifamily dwelling unit" means more than one single family dwelling unit located in a building.
193 However, nothing shall be construed to apply to any nonresidential space in such building.

194 "Natural person" means an individual person. Whenever reference is made to an owner as a natural
195 person, such reference shall include co-owners who are natural persons, either as tenants in common,
196 joint tenants, tenants in partnership, tenants by the entirety, trustees or beneficiaries of a trust, general
197 partnerships, limited liability partnerships, registered limited liability partnerships or limited liability
198 companies, or any other lawful combination of natural persons permitted by law.

199 "Notice" means notice given in writing by either regular mail or hand delivery, with the sender
200 retaining sufficient proof of having given such notice in the form of a certificate of service confirming
201 such mailing prepared by the sender and otherwise in accordance with § 55-225.20.

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

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

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

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

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

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

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

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

223 "Rental agreement" or "lease agreement" means all agreements, written or oral, and valid rules and
224 regulations adopted under § 55-225.35 embodying the terms and conditions concerning the use and
225 occupancy of a dwelling unit and premises.

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

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

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

234 "Security deposit" means any refundable deposit of money that is furnished by a tenant to a landlord
235 to secure the performance of the terms and conditions of a rental agreement, as a security for damages
236 to the leased premises, or as a pet deposit. However, such money shall be deemed an application
237 deposit until the commencement date of the rental agreement. "Security deposit" does not include a
238 damage insurance policy or renter's insurance policy purchased by a landlord to provide coverage for a
239 tenant.

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

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

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

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

"Utility" means electricity, natural gas, or water and sewer provided by a public service corporation or such other person providing utility services as permitted under § 56-1.2. If the rental agreement so provides, a landlord may use submetering equipment or energy allocation equipment as defined in § 56-245.2 or a ratio utility billing system as defined in § 55-226.2.

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

"Written notice" means notice given in accordance with § 55-225.20, including any representation of words, letters, symbols, numbers, or figures, whether (i) printed in or inscribed on a tangible medium or (ii) stored in an electronic form or any other medium, retrievable in a perceivable form, and regardless of whether an electronic signature authorized by the Uniform Electronic Transactions Act (§ 59.1-479 et seq.) is affixed.

§ 55-225.2. Remedies for landlord's unlawful ouster, exclusion or diminution of service.

If a landlord unlawfully removes or excludes a tenant from residential premises a dwelling unit or willfully diminishes services to a residential tenant by interrupting or causing the interruption of gas, water, or other essential service to the tenant, the tenant may obtain an order from a general district court to recover possession, require the landlord to resume any such interrupted utility service, or terminate the rental agreement and, in any case, recover the actual damages sustained by him and reasonable attorney fees. If the rental agreement is terminated pursuant to this section, the landlord shall return all any security deposit given by such tenant in accordance with § 55-225.19.

§ 55-225.3. Landlord to maintain dwelling unit.

A. The landlord shall:

1. Comply with the requirements of applicable building and housing codes materially affecting health and safety;

2. Make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition;

3. Keep all common areas shared by two or more multifamily dwelling units of the premises in a clean and structurally safe condition;

4. Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators, supplied or required to be supplied by him;

4. Supply running water and reasonable amounts of hot water at all times and reasonable air conditioning if provided and heat in season except where the dwelling unit is so constructed that heat, air conditioning or hot water is generated by an installation within the exclusive control of the tenant or supplied by a direct public utility connection; and

5. Maintain the premises in such a condition as to prevent the accumulation of moisture and the growth of mold and to promptly respond to any notices as provided in subdivision A & 10 of § 55-225.4. Where there is visible evidence of mold, the landlord shall promptly remediate the mold conditions in accordance with the requirements of subsection E of § 8.01-226.12 and reinspect the dwelling unit to confirm that there is no longer visible evidence of mold in the dwelling unit. The landlord shall make available to the tenant copies of any available written information related to the remediation of mold that is not protected by attorney-client privilege;

6. Supply running water and reasonable amounts of hot water at all times and reasonable air conditioning if provided and heat in season except where the dwelling unit is so constructed that heat, air conditioning, or hot water is generated by an installation within the exclusive control of the tenant or supplied by a direct public utility connection; and

7. Provide and maintain appropriate receptacles and conveniences for the collection, storage, and removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of one or more dwelling units and arrange for the removal of same.

B. The landlord shall perform the duties imposed by subsection A in accordance with law; however, the landlord shall be liable only for the tenant's actual damages proximately caused by the landlord's failure to exercise ordinary care.

C. If the duty imposed by subdivision A 1 is greater than any duty imposed by any other subdivision of that subsection, the landlord's duty shall be determined by reference to subdivision A 1.

D. The landlord and tenant may agree in writing that the tenant perform the landlord's duties specified in subdivisions A 2, 3, ~~and~~ 4, 6, *and* 7 and also specified repairs, maintenance tasks, alterations, and remodeling, but only if (i) the transaction is entered into in good faith and not for the purpose of evading the obligations of the landlord *and* (ii) *the agreement does not diminish or affect the obligation of the landlord to other tenants in a multifamily premises.*

§ 55-225.4. Tenant to maintain dwelling unit.

A. In addition to the provisions of the rental agreement, the tenant shall:

1. Comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;

2. Keep that part of the premises that he occupies and uses as clean and safe as the condition of the premises permit;

3. *Keep that part of the dwelling unit and the part of the premises that he occupies free from insects and pests, as those terms are defined in § 3.2-3900, and promptly notify the landlord of the existence of any insects or pests;*

4. Remove from his dwelling unit all ashes, garbage, rubbish, and other waste in a clean and safe manner *and in the appropriate receptacles provided by the landlord;*

~~4. 5.~~ Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits;

~~5- 6.~~ Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, *including an elevator in a multifamily premises, and keep all utility services paid for by the tenant to the utility service provider or its agent on at all times during the term of the rental agreement;*

~~6- 7.~~ Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or permit any person to do so whether known by the tenant or not;

~~7- 8.~~ Not remove or tamper with a properly functioning smoke detector, including removing any working batteries, so as to render the smoke detector inoperative, and shall maintain such smoke detector in accordance with the uniform set of standards for maintenance of smoke detectors established in the Uniform Statewide Building Code (§ 36-97 et seq.);

~~9.~~ *Not remove or tamper with a properly functioning carbon monoxide alarm installed by the landlord in a multifamily premises, including removing any working batteries, so as to render the carbon monoxide detector inoperative and shall maintain the carbon monoxide alarm in accordance with the uniform set of standards for maintenance of carbon monoxide alarms established in the Uniform Statewide Building Code (§ 36-97 et seq.);*

~~8- 10.~~ Use reasonable efforts to maintain the dwelling unit and any other part of the premises that he occupies in such a condition as to prevent accumulation of moisture and the growth of mold and to promptly notify the landlord of any moisture accumulation that occurs or of any visible evidence of mold discovered by the tenant;

~~9- 11.~~ Not paint or disturb painted surfaces, or make alterations in the dwelling unit, without the prior written approval of the landlord, provided *that* (i) the dwelling unit was constructed prior to 1978 and therefore requires the landlord to provide the tenant with lead-based paint disclosures and (ii) the landlord has provided the tenant with such disclosures and the rental agreement provides that the tenant is required to obtain the landlord's prior written approval before painting, disturbing painted surfaces, or making alterations in the dwelling unit;

~~10- 12.~~ Be responsible for his conduct and the conduct of other persons on the premises with his consent whether known by the tenant or not, to ensure that his neighbors' peaceful enjoyment of the premises will not be disturbed; and

~~11- 13.~~ Abide by all reasonable rules and regulations imposed by the landlord.

B. If the duty imposed by subdivision A 1 is greater than any duty imposed by any other subdivision of that subsection, the tenant's duty shall be determined by reference to subdivision A 1.

§ 55-225.6. Inspection of dwelling unit.

The landlord ~~may~~ *shall, unless the rental agreement provides otherwise,* within five days after occupancy of a dwelling unit, submit a written report to the tenant, for his safekeeping, itemizing damages to the dwelling unit existing at the time of occupancy, which record shall be deemed correct unless the tenant objects thereto in writing within five days after receipt thereof. The landlord may adopt a written policy allowing the tenant to prepare the written report of the move-in inspection, in which case the tenant shall submit a copy to the landlord, which record shall be deemed correct unless the landlord objects thereto in writing within five days after receipt thereof. Such written policy adopted by the landlord may also provide for the landlord and the tenant to prepare the written report of the move-in inspection jointly, in which case both the landlord and the tenant shall sign the written report and receive a copy thereof, at which time the inspection record shall be deemed correct.

§ 55-225.7. Disclosure of mold in dwelling units.

As part of ~~the~~ any written report of the move-in inspection pursuant to § 55-225.6, the landlord may disclose whether there is any visible evidence of mold in areas readily accessible within the interior of the dwelling unit. If the landlord's written disclosure states that there is no visible evidence of mold in the dwelling unit, this written statement shall be deemed correct unless the tenant objects thereto in writing within five days after receiving the report. If the landlord's written disclosure states that there is visible evidence of mold in the dwelling unit, the tenant shall have the option to terminate the tenancy and not take possession or remain in possession of the dwelling unit. If the tenant requests to take possession, or remain in possession of the dwelling unit, notwithstanding the presence of visible evidence of mold, the landlord shall promptly remediate the mold condition but in no event later than five business days thereafter and ~~re-inspect~~ *reinspect* the dwelling unit to confirm there is no visible evidence of mold in the dwelling unit and reflect on a new report that there is no visible evidence of mold in the dwelling unit upon ~~re-inspection~~ *reinspection*.

§ 55-225.9. Relocation of tenant where mold remediation needs to be performed in the dwelling unit.

Where a mold condition in a dwelling unit materially affects the health or safety of any tenant or authorized occupant, the landlord may require the tenant to temporarily vacate the dwelling unit in order for the landlord to perform mold remediation in accordance with professional standards as defined in ~~§ 55-225.8~~ *§ 55-225.02* for a period not to exceed 30 days. The landlord shall provide the tenant with either (i) a comparable dwelling unit, as selected by the landlord, at no expense or cost to the tenant, or (ii) a hotel room, as selected by the landlord, at no expense or cost to the tenant. *The landlord shall not be required to pay for any other expenses of the tenant beyond the temporary relocation period.* The tenant shall continue to be responsible for payment of rent under the rental agreement during the period of any temporary relocation and for the remainder of the term of the rental agreement following the remediation. Nothing in this section shall be construed as entitling the tenant to a termination of a tenancy where or when the landlord has remediated a mold condition in accordance with professional standards as defined in § 55-225.8. The landlord shall pay all costs of the relocation and the mold remediation, unless the tenant is at fault for the mold condition.

§ 55-225.11. Required disclosures for properties with defective drywall; remedy for nondisclosure.

A. If the landlord of a residential dwelling unit has actual knowledge of the existence of defective drywall in such dwelling unit that has not been remediated, the landlord shall provide to a prospective tenant a written disclosure that the property has defective drywall. Such disclosure shall be provided prior to the execution by the tenant of a written lease agreement or, in the case of an oral lease agreement, prior to occupancy by the tenant. For purposes of this section, "defective drywall" means all defective drywall as defined in § 36-156.1.

B. Any tenant who is not provided the disclosure required by subsection A may terminate the lease agreement at any time within 60 days of *notice of* discovery of the existence of defective drywall by providing written notice to the landlord in accordance with the lease or as required by law. Such termination shall be effective as of (i) 15 days after the date of the mailing of the notice or (ii) the date through which rent has been paid, whichever is later. In no event, however, shall the effective date of the termination exceed one month from the date of mailing. Termination of the lease agreement shall be the exclusive remedy for the failure to comply with the disclosure provisions of this section, and shall not affect any rights or duties of the landlord or tenant arising under this chapter, other applicable law, or the rental agreement.

§ 55-225.11:1. Required disclosures for properties located adjacent to a military air installation; remedy for nondisclosure.

A. *The landlord of property in any locality in which a military air installation is located, or any person authorized to enter into a rental agreement on his behalf, shall provide to a prospective tenant a written disclosure that the property is located in a noise zone or accident potential zone, or both, as designated by the locality on its official zoning map. Such disclosure shall be provided prior to the execution by the tenant of a written lease agreement or, in the case of an oral lease agreement, prior to occupancy by the tenant. The disclosure shall specify the noise zone or accident potential zone in which the property is located according to the official zoning map of the locality. A disclosure made pursuant to this section containing inaccurate information regarding the location of the noise zone or accident potential zone shall be deemed as nondisclosure unless the inaccurate information is provided by an officer or employee of the locality in which the property is located.*

B. Any tenant who is not provided the disclosure required by subsection A may terminate the lease agreement at any time during the first 30 days of the lease period by sending to the landlord by certified or registered mail, return receipt requested, a written notice of termination. Such termination shall be effective as of (i) 15 days after the date of the mailing of the notice or (ii) the date through

428 *which rent has been paid, whichever is later. In no event, however, shall the effective date of the*
429 *termination exceed one month from the date of mailing. Termination of the lease agreement shall be the*
430 *exclusive remedy for the failure to comply with the disclosure provisions of this section, and shall not*
431 *affect any rights or duties of the landlord or tenant arising under this chapter, other applicable law, or*
432 *the rental agreement.*

433 **§ 55-225.12. Tenant's assertion; rent escrow; dwelling units.**

434 A. The tenant may assert that there exists upon the dwelling unit, a condition or conditions which
435 constitute a material noncompliance by the landlord with the rental agreement or with provisions of law,
436 or which if not promptly corrected, will constitute a fire hazard or serious threat to the life, health or
437 safety of occupants thereof, including but not limited to, a lack of heat or hot or cold running water,
438 except if the tenant is responsible for payment of the utility charge and where the lack of such heat or
439 hot or cold running water is the direct result of the tenant's failure to pay the utility charge; or a lack of
440 light, electricity or adequate sewage disposal facilities; or an infestation of rodents; or the existence of
441 paint containing lead pigment on surfaces within the dwelling, provided that the landlord has notice of
442 such paint. The tenant may file such an assertion in a general district court wherein the dwelling unit is
443 located by a declaration setting forth such assertion and asking for one or more forms of relief as
444 provided for in subsection D.

445 B. Prior to the granting of any relief, the tenant shall show to the satisfaction of the court that:

446 1. Prior to the commencement of the action the landlord was served a written notice by the tenant of
447 the conditions described in subsection A, or was notified of such conditions by a violation or
448 condemnation notice from an appropriate state or municipal agency, and that the landlord has refused, or
449 having a reasonable opportunity to do so, has failed to remedy the same. For the purposes of this
450 subsection, what period of time shall be deemed to be unreasonable delay is left to the discretion of the
451 court except that there shall be a rebuttable presumption that a period in excess of 30 days from receipt
452 of the notification by the landlord is unreasonable; and

453 2. The tenant has paid into court the amount of rent called for under the rental agreement, within
454 five days of the date due thereunder, unless or until such amount is modified by subsequent order of the
455 court under this chapter.

456 C. It shall be sufficient answer or rejoinder to a declaration pursuant to subsection A if the landlord
457 establishes to the satisfaction of the court that the conditions alleged by the tenant do not in fact exist,
458 or such conditions have been removed or remedied, or such conditions have been caused by the tenant
459 or members of his family or his or their invitees or licensees, or the tenant has unreasonably refused
460 entry to the landlord to the dwelling unit for the purpose of correcting such conditions.

461 D. Any court shall make findings of fact on the issues before it and shall issue any order that may
462 be required. Such an order may include, but is not limited to, any one or more of the following:

463 1. Terminating the rental agreement upon the request of the tenant or ordering the dwelling unit
464 surrendered to the landlord if the landlord prevails on a request for possession pursuant to an unlawful
465 detainer properly filed with the court;

466 2. Ordering all moneys already accumulated in escrow disbursed to the landlord or to the tenant in
467 accordance with this chapter;

468 3. Ordering that the escrow be continued until the conditions causing the complaint are remedied;

469 4. Ordering that the amount of rent, whether paid into the escrow account or paid to the landlord, be
470 abated as determined by the court in such an amount as may be equitable to represent the existence of
471 the condition or conditions found by the court to exist. In all cases where the court deems that the
472 tenant is entitled to relief under this chapter, the burden shall be upon the landlord to show cause why
473 there should not be an abatement of rent;

474 5. Ordering any amount of moneys accumulated in escrow disbursed to the tenant where the landlord
475 refuses to make repairs after a reasonable time or to the landlord or to a contractor chosen by the
476 landlord in order to make repairs or to otherwise remedy the condition. In either case, the court shall in
477 its order insure that moneys thus disbursed will be in fact used for the purpose of making repairs or
478 effecting a remedy;

479 6. Referring any matter before the court to the proper state or municipal agency for investigation and
480 report and granting a continuance of the action or complaint pending receipt of such investigation and
481 report. When such a continuance is granted, the tenant shall deposit with the court rent payments within
482 five days of the date due under the rental agreement, subject to any abatement under this section, which
483 become due during the period of the continuance, to be held by the court pending its further order;

484 7. In the court's discretion, ordering escrow funds disbursed to pay a mortgage on the property upon
485 which the dwelling unit is located in order to stay a foreclosure; or

486 8. In the court's discretion, ordering escrow funds disbursed to pay a creditor to prevent or satisfy a
487 bill to enforce a mechanic's or materialman's lien.

488 Notwithstanding any provision of this subsection, where an escrow account is established by the
489 court and the condition or conditions are not fully remedied within six months of the establishment of

such account, and the landlord has not made reasonable attempts to remedy the condition, the court shall award all moneys accumulated in escrow to the tenant. In such event, the escrow shall not be terminated, but shall begin upon a new six-month period with the same result if, at the end thereof, the condition or conditions have not been remedied.

E. The initial hearing on the tenant's assertion filed pursuant to subsection A shall be held within 15 calendar days from the date of service of process on the landlord, except that the court shall order an earlier hearing where emergency conditions are alleged to exist upon the premises, such as failure of heat in winter, lack of adequate sewage facilities or any other condition which constitutes an immediate threat to the health or safety of the inhabitants of the dwelling unit. The court, on motion of either party or on its own motion, may hold hearings subsequent to the initial proceeding in order to further determine the rights and obligations of the parties. Distribution of escrow moneys may only occur by order of the court after a hearing of which both parties are given notice as required by law or upon motion of both the landlord and tenant or upon certification by the appropriate inspector that the work required by the court to be done has been satisfactorily completed. *If the tenant proceeds under this subsection, he may not proceed under any other section of this chapter as to that breach.*

§ 55-225.13. Noncompliance by landlord in the rental of a dwelling unit.

Except as provided in this chapter, for the rental of a dwelling unit, if there is a material noncompliance by the landlord with the rental agreement or a noncompliance with any provision of this chapter affecting dwelling units, materially affecting health and safety, the tenant may serve a written notice on the landlord specifying the acts and omissions constituting the breach and stating that the rental agreement will terminate upon a date not less than 30 days after receipt of the notice if such breach is not remedied in 21 days.

If the landlord commits a breach which is not remediable, the tenant may serve a written notice on the landlord specifying the acts and omissions constituting the breach and stating that the rental agreement will terminate upon a date not less than 30 days after receipt of the notice.

If the landlord has been served with a prior written notice which required the landlord to remedy a breach, and the landlord remedied such breach, where the landlord intentionally commits a subsequent breach of a like nature as the prior breach, the tenant may serve a written notice on the landlord specifying the acts and omissions constituting the subsequent breach, make reference to the prior breach of a like nature, and state that the rental agreement will terminate upon a date not less than 30 days after receipt of the notice.

If the breach is remediable by repairs and the landlord adequately remedies the breach prior to the date specified in the notice, the rental agreement will not terminate. The tenant may not terminate for a condition caused by the deliberate or negligent act or omission of the tenant, a member of his family or other person on the premises with his consent whether known by the tenant or not. In addition, the tenant may recover damages and obtain injunctive relief for noncompliance by the landlord with the provisions of the rental agreement or of this chapter. The tenant shall be entitled to recover reasonable attorney fees unless the landlord proves by a preponderance of the evidence that the landlord's actions were reasonable under the circumstances. *If the rental agreement is terminated due to the landlord's noncompliance, the landlord shall return the security deposit in accordance with § 55-225.19.*

§ 55-225.19. Security deposits.

A. *Unless the rental agreement provides otherwise, a landlord may not demand or receive a security deposit, however denominated, in an amount or value in excess of two months' periodic rent. Upon termination of the tenancy, such security deposit, whether it is property or money held by the landlord as security as hereinafter provided may be applied solely by the landlord (i) to the payment of accrued rent and including the reasonable charges for late payment of rent specified in the rental agreement; (ii) to the payment of the amount of damages which the landlord has suffered by reason of the tenant's noncompliance with § 55-225.3, less reasonable wear and tear; or (iii) to other damages or charges as provided in the rental agreement. The security deposit and any deductions, damages, and charges shall be itemized by the landlord in a written notice given to the tenant, together with any amount due the tenant, within 45 days after termination of the tenancy and delivery of possession.*

Where there is more than one tenant subject to a rental agreement, unless otherwise agreed to in writing by each of the tenants, disposition of the security deposit shall be made with one check being payable to all such tenants and sent to a forwarding address provided by one of the tenants. The landlord shall make the security deposit disposition within the 45-day time period, but if a tenant fails to provide a forwarding address to the landlord, the landlord may continue to hold such security deposit in escrow. If a tenant fails to provide a forwarding address to the landlord to enable the landlord to make a refund of the security deposit, upon the expiration of one year from the date of the end of the 45-day time period, the landlord shall, within a reasonable period of time not to exceed 90 days, escheat the balance of such security deposit and any other moneys due the tenant to the Commonwealth, which sums shall be sent to the State Treasurer, and credited to the Literary Fund. Upon payment to the

551 *Commonwealth, the landlord shall have no further liability to any tenant relative to the security deposit.*
552 *If the landlord or managing agent is a real estate licensee, compliance with this paragraph shall be*
553 *deemed compliance with § 54.1-2108 and corresponding regulations of the Real Estate Board.*

554 *Nothing in this section shall be construed by a court of law or otherwise as entitling the tenant,*
555 *upon the termination of the tenancy, to an immediate credit against the tenant's delinquent rent account*
556 *in the amount of the security deposit. The landlord shall apply the security deposit in accordance with*
557 *this section within the 45-day time period. However, provided the landlord has given prior written*
558 *notice in accordance with this section, the landlord may withhold a reasonable portion of the security*
559 *deposit to cover an amount of the balance due on the water, sewer, or other utility account that is an*
560 *obligation of the tenant to a third-party provider under the rental agreement for the dwelling unit, and*
561 *upon payment of such obligations the landlord shall provide written confirmation to the tenant within 10*
562 *days thereafter, along with payment to the tenant of any balance otherwise due to the tenant. In order*
563 *to withhold such funds as part of the disposition of the security deposit, the landlord shall have so*
564 *advised the tenant of his rights and obligations under this section in (a) a termination notice to the*
565 *tenant in accordance with this chapter, (b) a vacating notice to the tenant in accordance with this*
566 *section, or (c) a separate written notice to the tenant at least 15 days prior to the disposition of the*
567 *security deposit. Any written notice to the tenant shall be given in accordance with the rental agreement*
568 *or § 55-225.20.*

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

577 *Nothing in this section shall be construed to prohibit the landlord from making the disposition of the*
578 *security deposit prior to the 45-day period and charging an administrative fee to the tenant for such*
579 *expedited processing, if the rental agreement so provides and the tenant requests expedited processing in*
580 *a separate written document.*

581 *The landlord shall notify the tenant in writing of any deductions provided by this subsection to be*
582 *made from the tenant's security deposit during the course of the tenancy. Such notification shall be*
583 *made within 30 days of the date of the determination of the deduction and shall itemize the reasons in*
584 *the same manner as provided in subsection B. Such notification shall not be required for deductions*
585 *made less than 30 days prior to the termination of the rental agreement. If the landlord willfully fails to*
586 *comply with this section, the court shall order the return of the security deposit to the tenant, together*
587 *with actual damages and reasonable attorney fees, unless the tenant owes rent to the landlord, in which*
588 *case, the court shall order an amount equal to the security deposit credited against the rent due to the*
589 *landlord. In the event that damages to the premises exceed the amount of the security deposit and*
590 *require the services of a third-party contractor, the landlord shall give written notice to the tenant*
591 *advising him of that fact within the 45-day period. If notice is given as prescribed in this paragraph, the*
592 *landlord shall have an additional 15-day period to provide an itemization of the damages and the cost*
593 *of repair. This section shall not preclude the landlord or tenant from recovering other damages to*
594 *which he may be entitled under this chapter. The holder of the landlord's interest in the premises at the*
595 *time of the termination of the tenancy, regardless of how the interest is acquired or transferred, is*
596 *bound by this section and shall be required to return any security deposit received by the original*
597 *landlord that is duly owed to the tenant, whether or not such security deposit is transferred with the*
598 *landlord's interest by law or equity, regardless of any contractual agreements between the original*
599 *landlord and his successors in interest.*

600 *B. The landlord shall:*

601 *1. Maintain and itemize records for each tenant of all deductions from security deposits provided for*
602 *under this section which the landlord has made by reason of a tenant's noncompliance with § 55-225.4*
603 *during the preceding two years; and*

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

606 *C. Upon request by the landlord to a tenant to vacate, or within five days after receipt of notice by*
607 *the landlord of the tenant's intent to vacate, the landlord shall provide written notice to the tenant of the*
608 *tenant's right to be present at the landlord's inspection of the dwelling unit for the purpose of*
609 *determining the amount of security deposit to be returned. If the tenant desires to be present when the*
610 *landlord makes the inspection, he shall so advise the landlord in writing who, in turn, shall notify the*
611 *tenant of the time and date of the inspection, which must be made within 72 hours of delivery of*
612 *possession. Following the move-out inspection, the landlord shall provide the tenant with a written*

security deposit disposition statement including an itemized list of damages. If additional damages are discovered by the landlord after the security deposit disposition has been made, nothing herein shall be construed to preclude the landlord from recovery of such damages against the tenant.

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

§ 55-225.20. Notice.

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

B. If the rental agreement so provides, the landlord and tenant may send notices in electronic form, however any tenant who so requests may elect to send and receive notices in paper form. If electronic delivery is used, the sender shall retain sufficient proof of the electronic delivery, which may be an electronic receipt of delivery, a confirmation that the notice was sent by facsimile, or a certificate of service prepared by the sender confirming the electronic delivery.

In the case of the landlord, notice is served on the landlord at his place of business where the rental agreement was made, or at any place held out by the landlord as the place for receipt of the communication.

C. In the case of the tenant, notice is served at the tenant's last known place of residence, which may be the dwelling unit.

D. Notice, knowledge or a notice, or notification received by an organization is effective for a particular transaction from the time it is brought to the attention of the person conducting that transaction, or from the time it would have been brought to his attention if the organization had exercised reasonable diligence.

E. No notice of termination of tenancy served upon a tenant by a public housing authority organized under the Housing Authorities Law (§ 36-1 et seq.) of Title 36 shall be effective unless it contains on its first page, in type no smaller or less legible than that otherwise used in the body of the notice, the name, address, and telephone number of the legal services program, if any, serving the jurisdiction wherein the premises are located.

F. The landlord may, in accordance with a written agreement, delegate to a managing agent or other third party the responsibility of providing any written notice under this chapter. The landlord may also engage an attorney at law to prepare or provide any written notice under this chapter or legal process under Title 8.01. Nothing herein shall be construed to preclude the use of an electronic signature as defined in § 59.1-480, or an electronic notarization as defined in § 47.1-2, in any written notice under this chapter or legal process under title 8.01.

§ 55-225.21. Application deposit and application fee.

A. Any landlord may require a refundable application deposit in addition to a nonrefundable application fee. If the applicant fails to rent the unit for which application was made, from the application deposit the landlord shall refund to the applicant within 20 days after the applicant's failure to rent the unit or the landlord's rejection of the application all sums in excess of the landlord's actual expenses and damages together with an itemized list of such expenses and damages. If, however, the application deposit was made by cash, certified check, cashier's check, or postal money order, such refund shall be made within 10 days of the applicant's failure to rent the unit if the failure to rent is due to the landlord's rejection of the application. If the landlord fails to comply with this section, the applicant may recover as damages suffered by him that portion of the application deposit wrongfully withheld and reasonable attorney fees.

B. A landlord may charge an application fee as provided in this section and may request a prospective tenant to provide information that will enable the landlord to make such determination. The landlord may photocopy each applicant's driver's license or other similar photo identification, containing either the applicant's social security number or control number issued by the Department of Motor Vehicles pursuant to § 46.2-342. However, a landlord shall not photocopy a U.S. government-issued identification so long as to do so is a violation of 18 U.S.C. Part I, Chapter 33, § 701. The landlord may require, for the purpose of determining whether each applicant is eligible to become a tenant in the landlord's dwelling unit, that each applicant provide a social security number issued by the U.S. Social Security Administration or an individual taxpayer identification number issued by the U.S. Internal Revenue Service.

C. An application fee shall not exceed \$50, exclusive of any actual out-of-pocket expenses paid by the landlord to a third party performing background, credit, or other pre-occupancy checks on the applicant. However, where an application is being made for a dwelling unit which is a public housing unit or other housing unit subject to regulation by the Department of Housing and Urban Development, an application fee shall not exceed \$32, exclusive of any actual out-of-pocket expenses paid to a third party by the landlord performing background, credit, or other pre-occupancy checks on the applicant.

§ 55-225.22. Terms and conditions of rental agreement; copy for tenant; rental payments.

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

B. In the absence of a rental agreement, the tenant shall pay as rent the fair rental value for the use and occupancy of the dwelling unit.

C. Rent shall be payable without demand or notice at the time and place agreed upon by the parties. Unless otherwise agreed, rent is payable at the place designated by the landlord, and periodic rent is payable at the beginning of any term of one month or less and otherwise in equal installments at the beginning of each month. If the landlord receives from a tenant a written request for a written statement of charges and payments, he shall provide the tenant with a written statement showing all debits and credits over the tenancy or the past 12 months, whichever is shorter. The landlord shall provide such written statement within 10 business days of receiving the request.

D. Unless the rental agreement fixes a definite term, the tenancy shall be week to week in case of a roomer who pays weekly rent, and in all other cases month to month. Terminations of tenancies shall be governed by § 55-225.39 unless the rental agreement provides for a different notice period.

E. If the rental agreement contains any provision whereby the landlord may approve or disapprove a sublessee or assignee of the tenant, the landlord shall within 10 business days of receipt by him of the written application of the prospective sublessee or assignee, on a form to be provided by the landlord, approve or disapprove the sublessee or assignee. Failure of the landlord to act within 10 business days shall be deemed evidence of his approval.

F. A copy of any written rental agreement signed by both the tenant and the landlord shall be provided to the tenant within one month of the effective date of the written rental agreement. The failure of the landlord to deliver such a rental agreement shall not affect the validity of the agreement.

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

§ 55-225.23. Prepaid rent; maintenance of escrow account.

A landlord and a tenant may agree in a rental agreement that the tenant pay prepaid rent. If a landlord receives prepaid rent, it shall be placed in an escrow account in a federally insured depository by the end of the fifth business day following receipt and shall remain in the account until such time as the prepaid rent becomes due. Unless the landlord has otherwise become entitled to receive any portion of the prepaid rent, it shall not be removed from the escrow account required by this section without the written consent of the tenant.

§ 55-225.24. Landlord may obtain certain insurance for tenant.

A. **Damage Insurance.** A landlord may require as a condition of tenancy that a tenant have commercial insurance coverage as specified in the rental agreement to secure the performance by the tenant of the terms and conditions of the rental agreement and pay for the cost of premiums for such insurance coverage obtained by the landlord, generally known as "damage insurance." As provided in § 55-225.02, such payments shall not be deemed a security deposit, but shall be rent. However, the landlord shall not require a tenant to pay both security deposits and the cost of damage insurance premiums, if the total amount of any security deposits and damage insurance premiums exceeds the amount of two months' periodic rent. The landlord shall notify a tenant in writing that the tenant has the right to obtain a separate policy from the landlord's policy for damage insurance. If a tenant elects to obtain a separate policy, the tenant shall submit to the landlord written proof of such coverage and shall maintain such coverage at all times during the term of the rental agreement. Where a landlord obtains damage insurance coverage on behalf of a tenant, the insurance policy shall provide coverage for the tenant as an insured. The landlord shall recover from the tenant the actual costs of such insurance coverage and may recover administrative or other fees associated with administration of a damage insurance policy, including a tenant opting out of the insurance coverage provided by the landlord pursuant to this subsection. If a landlord obtains damage insurance for his tenants, the landlord shall provide to each tenant, prior to execution of the rental agreement, a summary of the insurance policy or certificate evidencing the coverage being provided and upon request of the tenant make available a copy of the insurance policy.

B. **Renter's Insurance.** A landlord may require as a condition of tenancy that a tenant have renter's

insurance as specified in the rental agreement that is a combination multi-peril policy containing fire, miscellaneous property, and personal liability coverage insuring personal property located in residential units not occupied by the owner. A landlord may require a tenant to pay for the cost of premiums for such insurance obtained by the landlord, to provide such coverage for the tenant as part of rent or as otherwise provided herein. As provided in § 55-225.02, such payments shall not be deemed a security deposit, but shall be rent. If the landlord requires that such premiums be paid prior to the commencement of the tenancy, the total amount of all security deposits and insurance premiums for damage insurance and renter's insurance shall not exceed the amount of two months' periodic rent. Otherwise, the landlord may add a monthly amount as additional rent to recover the costs of such insurance coverage. The landlord shall notify a tenant in writing that the tenant has the right to obtain a separate policy from the landlord's policy for renter's insurance. If a tenant elects to obtain a separate policy, the tenant shall submit to the landlord written proof of such coverage and shall maintain such coverage at all times during the term of the rental agreement.

C. Where a landlord obtains renter's insurance coverage on behalf of a tenant, the insurance policy shall provide coverage for the tenant as an insured. The landlord shall recover from the tenant the actual costs of such insurance coverage and may recover administrative or other fees associated with the administration of a renter's insurance program, including a tenant opting out of the insurance coverage provided to the tenant pursuant to this subsection. If a landlord obtains renter's insurance for his tenants, the landlord shall provide to each tenant, prior to execution of the rental agreement, a summary of the insurance policy prepared by the insurer or certificate evidencing the coverage being provided and upon request of the tenant make available a copy of the insurance policy.

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

§ 55-225.25. Effect of unsigned or undelivered rental agreement.

If the landlord does not sign and deliver a written rental agreement signed and delivered to him by the tenant, acceptance of rent without reservation by the landlord gives the rental agreement the same effect as if it had been signed and delivered by the landlord. If the tenant does not sign and deliver a written rental agreement signed and delivered to him by the landlord, acceptance of possession or payment of rent without reservation gives the rental agreement the same effect as if it had been signed and delivered by the tenant. If a rental agreement, given effect by the operation of this section, provides for a term longer than one year, it is effective for only one year.

§ 55-225.26. Confidentiality of tenant records.

A. No landlord or managing agent shall release information about a tenant or prospective tenant in the possession of the landlord to a third party unless:

1. The tenant or prospective tenant has given prior written consent;
 2. The information is a matter of public record as defined in § 2.2-3701;
 3. The information is a summary of the tenant's rent payment record, including the amount of the tenant's periodic rent payment;
 4. The information is a copy of a material noncompliance notice that has not been remedied or termination notice given to the tenant under § 55-225.20 and the tenant did not remain in the premises thereafter;
 5. The information is requested by a local, state, or federal law-enforcement or public safety official in the performance of his duties;
 6. The information is requested pursuant to a subpoena in a civil case;
 7. The information is requested by a local commissioner of the revenue in accordance with § 58.1-3901;
 8. The information is requested by a contract purchaser of the landlord's property, provided that the contract purchaser agrees in writing to maintain the confidentiality of such information;
 9. The information is requested by a lender of the landlord for financing or refinancing of the property;
 10. The information is requested by the commanding officer, military housing officer, or military attorney of the tenant;
 11. The third party is the landlord's attorney or the landlord's collection agency;
 12. The information is otherwise provided in the case of an emergency; or
 13. The information is requested by the landlord to be provided to the managing agent, or a successor to the managing agent.
- B. A tenant may designate a third party to receive duplicate copies of a summons that has been

797 issued pursuant to § 8.01-126 and of written notices from the landlord relating to the tenancy. Where
798 such a third party has been designated by the tenant, the landlord shall mail the duplicate copy of any
799 summons issued pursuant to § 8.01-126 or notice to the designated third party at the same time the
800 summons or notice is mailed to or served upon the tenant. Nothing in this subsection shall be construed
801 to grant standing to any third party designated by the tenant to challenge actions of the landlord in
802 which notice was mailed pursuant to this subsection. The failure of the landlord to give notice to a third
803 party designated by the tenant shall not affect the validity of any judgment entered against the tenant.

804 C. A landlord or managing agent may enter into an agreement with a third-party service provider to
805 maintain tenant records in electronic form or other medium. In such case, the landlord and managing
806 agent shall not be liable under this section in the event of a breach of the electronic data of such
807 third-party service provider, except in the case of gross negligence or intentional act. Nothing herein
808 shall be construed to require a landlord or managing agent to indemnify such third-party service
809 provider.

810 D. A tenant may request a copy of his tenant records in paper or electronic form. If the rental
811 agreement so provides, a landlord may charge a tenant requesting more than one copy of his records
812 the actual costs of preparing copies of such records. However, if the landlord makes available tenant
813 records to each tenant by electronic portal, the tenant shall not be required to pay for access to such
814 portal.

815 **§ 55-225.27. Landlord and tenant remedies for abuse of access.**

816 If the tenant refuses to allow lawful access, the landlord may obtain injunctive relief to compel
817 access or terminate the rental agreement. In either case, the landlord may recover actual damages and
818 reasonable attorney fees. If the landlord makes an unlawful entry or a lawful entry in an unreasonable
819 manner or makes repeated demands for entry that is otherwise lawful but that have the effect of
820 unreasonably harassing the tenant, the tenant may obtain injunctive relief to prevent the recurrence of
821 the conduct or terminate the rental agreement. In either case, the tenant may recover actual damages
822 and reasonable attorney fees.

823 **§ 55-225.28. Actions to enforce remedies pertaining to residential tenancies.**

824 In addition to any other remedies in this chapter, any person adversely affected by an act or
825 omission prohibited under this chapter may institute an action for injunction and damages against the
826 person responsible for such act or omission in the circuit court in the county or city in which such act
827 or omission occurred. If the court finds that the defendant was responsible for such act or omission, it
828 shall enjoin the defendant from continuance of such practice, and in its discretion award the plaintiff
829 damages as herein provided.

830 **§ 55-225.29. Disclosure.**

831 A. The landlord or any person authorized to enter into a rental agreement on his behalf shall
832 disclose to the tenant in writing at or before the commencement of the tenancy the name and address
833 of:

- 834 1. The person or persons authorized to manage the premises; and
835 2. An owner of the premises or any other person authorized to act for and on behalf of the owner,
836 for the purposes of service of process and receiving and receipting for notices and demands.

837 B. In the event of the sale of the premises, the landlord shall notify the tenant of such sale and
838 disclose to the tenant the name and address of the purchaser and a telephone number at which such
839 purchaser can be located.

840 C. With respect to a multifamily dwelling unit, if an application for registration of the rental
841 property as a condominium or cooperative has been filed with the Real Estate Board, or if there is
842 within six months an existing plan for tenant displacement resulting from (i) demolition or substantial
843 rehabilitation of the property or (ii) conversion of the rental property to office, hotel, or motel use or
844 planned unit development, then the landlord or any person authorized to enter into a rental agreement
845 on his behalf shall disclose that information in writing to any prospective tenant.

846 D. The information required to be furnished by this section shall be kept current, and this section
847 extends to and is enforceable against any successor landlord or owner. A person who fails to comply
848 with this section becomes an agent of each person who is a landlord for the purposes of service of
849 process and receiving and receipting for notices and demands.

850 **§ 55-225.30. Notice to tenants for insecticide or pesticide use.**

851 A. The landlord shall give written notice to the tenant no less than 48 hours prior to his application
852 of an insecticide or pesticide in the tenant's dwelling unit unless the tenant agrees to a shorter
853 notification period. If a tenant requests the application of the insecticide or pesticide, the 48-hour notice
854 is not required. Tenants who have concerns about specific insecticides or pesticides shall notify the
855 landlord in writing no less than 24 hours before the scheduled insecticide or pesticide application. The
856 tenant shall prepare the dwelling unit for the application of insecticides or pesticides in accordance with
857 any written instructions of the landlord, and if insects or pests are found to be present, follow any
858 written instructions of the landlord to eliminate the insects or pests following the application of

insecticides or pesticides.

B. In addition, the landlord shall post notice of all insecticide or pesticide applications in any common areas of the premises other than the dwelling units. Such notice shall consist of conspicuous signs placed in or upon such premises where the insecticide or pesticide will be applied at least 48 hours prior to the application.

§ 55-225.31. Limitation of liability.

Unless otherwise agreed, a landlord who conveys premises that include a dwelling unit subject to a rental agreement in a good faith sale to a bona fide purchaser is relieved of liability under the rental agreement and this chapter as to events occurring subsequent to notice to the tenant of the conveyance. Unless otherwise agreed, a managing agent of premises that include a dwelling unit is relieved of liability under the rental agreement and this chapter as to events occurring after written notice to the tenant of the termination of his management.

§ 55-225.32. Tenancy at will; effect of notice of change of terms or provisions of tenancy.

A notice of any change by a landlord or tenant in any terms or provisions of a tenancy at will shall constitute a notice to vacate the premises, and such notice of change shall be given in accordance with the terms of the rental agreement, if any, or as otherwise required by law.

§ 55-225.33. Rules and regulations.

A. A landlord, from time to time, may adopt rules or regulations, however described, concerning the tenant's use and occupancy of the dwelling unit or premises. Any such rule or regulation is enforceable against the tenant only if:

1. Its purpose is to promote the convenience, safety, or welfare of the tenants in the premises, preserve the landlord's property from abusive use, or make a fair distribution of services and facilities held out for the tenants generally;

2. It is reasonably related to the purpose for which it is adopted;

3. It applies to all tenants in the premises in a fair manner;

4. It is sufficiently explicit in its prohibition, direction, or limitation of the tenant's conduct to fairly inform him of what he must or must not do to comply;

5. It is not for the purpose of evading the obligations of the landlord; and

6. The tenant has been provided with a copy of the rules and regulations or changes thereto at the time he enters into the rental agreement or when they are adopted.

B. A rule or regulation adopted, changed, or provided to the tenant after the tenant enters into the rental agreement shall be enforceable against the tenant if reasonable notice of its adoption or change has been given to the tenant and it does not work a substantial modification of his bargain. If a rule or regulation is adopted or changed after the tenant enters into the rental agreement that does work a substantial modification of his bargain, it shall not be valid unless the tenant consents to it in writing.

C. Any court enforcing this chapter shall consider violations of the reasonable rules and regulations imposed under this section as a breach of the rental agreement and grant the landlord appropriate relief.

§ 55-225.34. Access; consent; correction of nonemergency conditions; relocation of tenant.

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-upon services; or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors. If, upon inspection of a dwelling unit during the term of a tenancy, the landlord determines there is a violation by the tenant of § 55-225.5 or the rental agreement materially affecting health and safety that can be remedied by repair, replacement of a damaged item, or cleaning in accordance with § 55-225.46, the landlord may make such repairs and send the tenant an invoice for payment. If, upon inspection of the dwelling unit during the term of a tenancy, the landlord discovers a violation of the rental agreement or other applicable law, the landlord may send a written notice of termination pursuant to § 55-225.43. If the rental agreement so provides and if a tenant without reasonable justification declines to permit the landlord or managing agent to exhibit the dwelling unit for sale or lease, the landlord may recover damages, costs, and reasonable attorney fees against such tenant.

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 notice of his intent to enter and may enter only at reasonable times. Unless impractical to do so, the landlord shall give the tenant at least 24 hours' notice of routine maintenance to be performed that has not been requested by the tenant. If the tenant makes a request for maintenance, the landlord is not required to provide notice to the tenant. During the pendency of an unlawful detainer filed by the landlord against the tenant, the landlord may request the court to enter an order holding the tenant in contempt for failure to provide the landlord access to such dwelling unit.

B. Upon the sole determination by the landlord of the existence of a nonemergency property condition in the dwelling unit that requires the tenant to temporarily vacate the dwelling unit in order for the landlord to properly remedy such property condition, the landlord may, upon at least 30 days' written notice to the tenant, require the tenant to temporarily vacate the dwelling unit for a period not to exceed 30 days to a comparable dwelling unit, or hotel, as selected by the landlord and at no expense or cost to the tenant. The landlord shall not be required to pay for any other expense of the tenant. The landlord and tenant may agree for the tenant to temporarily vacate the dwelling unit in less than 30 days. For purposes of this subsection, "nonemergency property condition" means (i) a condition in the dwelling unit that, in the determination of the landlord, is necessary for the landlord to remedy in order for the landlord to be in compliance with § 55-225.3; (ii) the condition does not need to be remedied within a 24-hour period, with any condition that needs to be remedied within 24 hours being defined as an "emergency condition"; and (iii) the condition can be effectively remedied only by the temporary relocation of the tenant pursuant to the provisions of this subsection.

The tenant shall continue to be responsible for payment of rent under the rental agreement during the period of any temporary relocation. The landlord shall pay all costs of repairs or remediation required to address the property condition. Refusal of the tenant to cooperate with a temporary relocation pursuant to this subsection shall be deemed a breach of the rental agreement, unless the tenant agrees to vacate the unit and terminate the rental agreement within the 30-day notice period. If the landlord properly remedies the nonemergency property condition within the 30-day period, nothing herein shall be construed to entitle the tenant to terminate the rental agreement. Further, nothing herein shall be construed to limit the landlord from taking legal action against the tenant for any noncompliance that occurs during the period of any temporary relocation pursuant to this section.

C. The landlord has no other right to access except by court order or that permitted by §§ 55-225.39 and 55-225.46 or if the tenant has abandoned or surrendered the premises.

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

1. Installation does no permanent damage to any part of the dwelling unit;

2. A duplicate of all keys and instructions for how to operate all devices are given to the landlord; and

3. Upon termination of the tenancy, the tenant shall be responsible for payment to the landlord for reasonable costs incurred for the removal of all such devices and repairs to all damaged areas.

E. Upon written request of the tenant in a multifamily dwelling unit, the landlord shall install a carbon monoxide alarm in the tenant's dwelling unit within 90 days of such request and may charge the tenant a reasonable fee to recover the costs of the equipment and labor for such installation. The landlord's installation of a carbon monoxide alarm shall be in compliance with the Uniform Statewide Building Code.

§ 55-225.35. Fire or casualty damage.

If the dwelling unit or premises are damaged or destroyed by fire or casualty to an extent that the tenant's enjoyment of the dwelling unit is substantially impaired or required repairs can be accomplished only if the tenant vacates the dwelling unit, either the tenant or the landlord may terminate the rental agreement. The tenant may terminate the rental agreement by vacating the premises and, within 14 days thereafter, serving on the landlord a written notice of his intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of vacating; or if continued occupancy is lawful, § 55-226 shall apply.

The landlord may terminate the rental agreement by giving the tenant 14 days' notice of his intention to terminate the rental agreement based upon the landlord's determination that such damage requires the removal of the tenant and the use of the premises is substantially impaired, in which case the rental agreement terminates as of the expiration of the notice period.

If the rental agreement is terminated, the landlord shall return all security deposits in accordance with § 55-225.19 and prepaid rent, plus accrued interest, recoverable by law unless the landlord reasonably believes that the tenant, tenant's guests, invitees, or authorized occupants were the cause of the damage or casualty, in which case the landlord shall provide a written statement to the tenant for the security and prepaid rent, plus accrued interest based upon the damage or casualty, and may recover actual damages sustained pursuant to § 55-225.48. Proration for rent in the event of termination or apportionment shall be made as of the date of the casualty.

§ 55-225.36. Use and occupancy by tenant.

Unless otherwise agreed, the tenant shall occupy his dwelling unit only as a residence.

§ 55-225.37. Tenant to surrender possession of dwelling unit.

At the termination of the term of tenancy, whether by expiration of the rental agreement or by reason of default by the tenant, the tenant shall promptly vacate the premises, removing all items of personal property and leaving the premises in good and clean order, reasonable wear and tear excepted. If the

tenant fails to vacate, the landlord may bring an action for possession and damages, including reasonable attorney fees.

§ 55-225.38. Periodic tenancy; holdover remedies.

A. The landlord or the tenant may terminate a week-to-week tenancy by serving a written notice on the other at least seven days prior to the next rent due date. The landlord or the tenant may terminate a month-to-month tenancy by serving a written notice on the other at least 30 days prior to the next rent due date, unless the rental agreement provides for a different notice period. The landlord and the tenant may agree in writing to an early termination of a rental agreement. In the event that no such agreement is reached, the provisions of § 55-225.48 shall control.

B. If the tenant remains in possession without the landlord's consent after expiration of the term of the rental agreement or its termination, the landlord may bring an action for possession and may also recover actual damages, reasonable attorney fees, and court costs, unless the tenant proves by a preponderance of the evidence that the failure of the tenant to vacate the dwelling unit as of the termination date was reasonable. The landlord may include in the rental agreement a reasonable liquidated damage penalty, not to exceed an amount equal to 150 percent of the per diem of the monthly rent, for each day the tenant remains in the dwelling unit after the termination date specified in the landlord's notice. However, if the dwelling unit is a public housing unit or other housing unit subject to regulation by the Department of Housing and Urban Development, any liquidated damage penalty shall not exceed an amount equal to the per diem of the monthly rent set out in the lease agreement. If the landlord consents to the tenant's continued occupancy, § 55-225.22 applies.

C. In the event of termination of a rental agreement and the tenant remains in possession with the agreement of the landlord either as a hold-over tenant or a month-to-month tenant and no new rental agreement is entered into, the terms of the terminated agreement shall remain in effect and govern the hold-over or month-to-month tenancy, except that the amount of rent shall be either as provided in the terminated rental agreement or the amount set forth in a written notice to the tenant, provided that such new rent amount shall not take effect until the next rent due date coming 30 days after the notice.

§ 55-225.39. Remedies for absence, nonuse and abandonment.

If the rental agreement requires the tenant to give notice to the landlord of an anticipated extended absence in excess of seven days and the tenant fails to do so, the landlord may recover actual damages from the tenant. During any absence of the tenant in excess of seven days, the landlord may enter the dwelling unit at times reasonably necessary to protect his possessions and property. The rental agreement is deemed to be terminated by the landlord as of the date of abandonment by the tenant. If the landlord cannot determine whether the premises have been abandoned by the tenant, the landlord shall serve written notice on the tenant in accordance with § 55-225.20 requiring the tenant to give written notice to the landlord within seven days that the tenant intends to remain in occupancy of the premises. If the tenant gives such written notice to the landlord, or if the landlord otherwise determines that the tenant remains in occupancy of the premises, the landlord shall not treat the premises as having been abandoned. Unless the landlord receives written notice from the tenant or otherwise determines that the tenant remains in occupancy of the premises, upon the expiration of seven days from the date of the landlord's notice to the tenant, there shall be rebuttable presumption that the premises have been abandoned by the tenant and the rental agreement shall be deemed to terminate on that date. The landlord shall mitigate damages in accordance with § 55-225.48.

§ 55-225.40. Disposal of property abandoned by tenants.

If any items of personal property are left in the dwelling unit, the premises, or in any storage area provided by the landlord, after the rental agreement has terminated and delivery of possession has occurred, the landlord may consider such property to be abandoned. The landlord may dispose of the property so abandoned as the landlord sees fit or appropriate, provided that he has (i) given a termination notice to the tenant in accordance with this chapter, which includes a statement that any items of personal property left in the dwelling unit or the premises would be disposed of within the 24-hour period after termination, (ii) given written notice to the tenant in accordance with § 55-225.39, which includes a statement that any items of personal property left in the dwelling unit or the premises would be disposed of within the 24-hour period after expiration of the seven-day notice period, or (iii) given a separate written notice to the tenant, which includes a statement that any items of personal property left in the dwelling unit or the premises would be disposed of within 24 hours after expiration of a 10-day period from the date such notice was given to the tenant. Any written notice to the tenant shall be given in accordance with § 55-225.20. The tenant shall have the right to remove his personal property from the dwelling unit or the premises at reasonable times during the 24-hour period after termination or at such other reasonable times until the landlord has disposed of the remaining personal property of the tenant.

During the 24-hour period and until the landlord disposes of the remaining personal property of the tenant, the landlord shall not have any liability for the risk of loss for such personal property. If the

landlord fails to allow reasonable access to the tenant to remove his personal property as provided in this section, the tenant shall have a right to injunctive or other relief as provided by law. If the landlord received any funds from any sale of abandoned property as provided in this section, the landlord shall pay such funds to the account of the tenant and apply same to any amounts due the landlord by the tenant, including the reasonable costs incurred by the landlord in selling, storing, or safekeeping such property. If any such funds are remaining after application, the remaining funds shall be treated as a security deposit under the provisions of § 55-225.19. The provisions of this section shall not be applicable if the landlord has been granted a writ of possession for the premises in accordance with Title 8.01 and execution of such writ has been completed pursuant to § 8.01-470.

§ 55-225.41. Authority of sheriff to store and sell personal property removed from residential premises; recovery of possession by owner; disposition or sale.

Notwithstanding the provisions of § 8.01-156, when personal property is removed from a dwelling unit, the premises, or from any storage area provided by the landlord pursuant to an action of unlawful detainer or ejectment, or pursuant to any other action in which personal property is removed from the dwelling unit in order to restore the dwelling unit to the person entitled thereto, the sheriff shall oversee the removal of such personal property to be placed into the public way. The tenant shall have the right to remove his personal property from the public way during the 24-hour period after eviction. Upon the expiration of the 24-hour period after eviction, the landlord shall remove, or dispose of, any such personal property remaining in the public way.

At the landlord's request, any personal property removed pursuant to this section shall be placed into a storage area designated by the landlord, which may be the dwelling unit. The tenant shall have the right to remove his personal property from the landlord's designated storage area at reasonable times during the 24 hours after eviction from the landlord's or at such other reasonable times until the landlord has disposed of the property as provided herein. During that 24-hour period and until the landlord disposes of the remaining personal property of the tenant, the landlord and the sheriff shall not have any liability for the risk of loss for such personal property. If the landlord fails to allow reasonable access to the tenant to remove his personal property as provided herein, the tenant shall have a right to injunctive or other relief as otherwise provided by law.

Any property remaining in the landlord's storage area upon the expiration of the 24-hour period after eviction may be disposed of by the landlord as the landlord sees fit or appropriate. If the landlord receives any funds from any sale of such remaining property, the landlord shall pay such funds to the account of the tenant and apply same to any amounts due the landlord by the tenant, including the reasonable costs incurred by the landlord in the eviction process described in this section or the reasonable costs incurred by the landlord in selling or storing such property. If any funds are remaining after application, the remaining funds shall be treated as security deposit under applicable law.

The notice posted by the sheriff setting the date and time of the eviction, pursuant to § 8.01-470, shall provide notice to the tenant of the rights afforded to tenants in this section and shall include in the said notice a copy of this statute attached to, or made a part of, this notice.

Nothing herein shall affect the right of a landlord to enforce an inchoate or perfected lien of the landlord on the personal property of a tenant: in a dwelling unit or on such premises leased to such tenant; and the right of a landlord to distress, levy, and seize such personal property as otherwise provided by law.

§ 55-225.42. Disposal of property of deceased tenants.

A. If a tenant who is the sole tenant under a written rental agreement still residing in the dwelling unit dies, and there is no person authorized by order of the circuit court within 30 days of the tenant's death to handle probate matters for the deceased tenant, the landlord may dispose of the personal property left in the dwelling unit or upon the premises. However, the landlord shall give at least 10 days' written notice to (i) the person identified in the rental application, lease agreement, or other landlord document as the authorized person to contact in the event of the death or emergency of the tenant or (ii) the tenant in accordance with § 55-225.6 if no such person is identified in the rental application, lease agreement, or other landlord document as the authorized contact person. The notice given under clause (i) or (ii) shall include a statement that any items of personal property left in the premises would be treated as abandoned property and disposed of in accordance with the provisions of § 55-225.40, if not claimed within 10 days after written notice. Authorized occupants, or guests or invitees, are not allowed to occupy the dwelling unit after the death of the sole remaining tenant and shall vacate the dwelling unit prior to the end of such 10 day period.

B. The landlord may request that such authorized contact person provide reasonable proof of identification. Thereafter, the authorized contact person identified in the rental application, lease agreement, or other landlord document may (i) have access to the dwelling unit or the premises and to the tenant records maintained by the landlord and (ii) rightfully claim the personal property of the deceased tenant and otherwise handle the affairs of the deceased tenant with the landlord.

C. The rental agreement is deemed to be terminated by the landlord as of the date of death of the

tenant who is the sole tenant under a written rental agreement still residing in the dwelling unit, and the landlord shall not be required to seek an order of possession from a court of competent jurisdiction. The estate of the tenant shall remain liable for actual damages under § 55-225.48, and the landlord shall mitigate damages as provided thereunder.

§ 55-225.43. Noncompliance with rental agreement; monetary penalty.

A. Except as provided in this chapter, if there is a material noncompliance by the tenant with the rental agreement or a violation of § 55-225.4 materially affecting health and safety, the landlord may serve a written notice on the tenant specifying the acts and omissions constituting the breach and stating that the rental agreement will terminate upon a date not less than 30 days after receipt of the notice if the breach is not remedied in 21 days, and that the rental agreement shall terminate as provided in the notice.

B. If the breach is remediable by repairs or the payment of damages or otherwise and the tenant adequately remedies the breach prior to the date specified in the notice, the rental agreement shall not terminate.

C. If the tenant commits a breach that is not remediable, the landlord may serve a written notice on the tenant specifying the acts and omissions constituting the breach and stating that the rental agreement will terminate upon a date not less than 30 days after receipt of the notice. Notwithstanding anything to the contrary contained elsewhere in this chapter, when a breach of the tenant's obligations under this chapter or the rental agreement involves or constitutes a criminal or a willful act that is not remediable and that poses a threat to health or safety, the landlord may terminate the rental agreement immediately and proceed to obtain possession of the premises. For purposes of this subsection, any illegal drug activity involving a controlled substance, as used or defined by the Drug Control Act (§ 54.1-3400 et seq.), or any activity that involves or constitutes a criminal or willful act, by the tenant, the tenant's authorized occupants, or the tenant's guests or invitees shall constitute an immediate nonremediable violation for which the landlord may proceed to terminate the tenancy without the necessity of waiting for a conviction of any criminal offense that may arise out of the same actions. In order to obtain an order of possession from a court of competent jurisdiction terminating the tenancy for illegal drug activity or for any other activity that constitutes a criminal or willful act, the landlord shall prove any such violations by a preponderance of the evidence. However, where the illegal drug activity or any other activity that involves or constitutes a criminal or willful act is engaged in by a tenant's authorized occupants, or guests or invitees, the tenant shall be presumed to have knowledge of such activities unless the presumption is rebutted by a preponderance of the evidence. The initial hearing on the landlord's action for immediate possession of the premises shall be held within 15 calendar days from the date of service on the tenant; however, the court shall order an earlier hearing when emergency conditions are alleged to exist upon the premises which constitute an immediate threat to the health or safety of the other tenants. After the initial hearing, if the matter is scheduled for a subsequent hearing or for a contested trial, the court, to the extent practicable, shall order that the matter be given priority on the court's docket. Such subsequent hearing or contested trial shall be heard no later than 30 calendar days from the date of service on the tenant. During the interim period between the date of the initial hearing and the date of any subsequent hearing or contested trial, the court may afford any further remedy or relief as is necessary to protect the interests of parties to the proceeding or the interests of any other tenant residing on the premises. Failure by the court to hold either of the hearings within the time limits set out herein shall not be a basis for dismissal of the case.

D. If the tenant is a victim of family abuse as defined in § 16.1-228 that occurred in the dwelling unit or on the premises and the perpetrator is barred from the dwelling unit pursuant to § 55-225.44 based upon information provided by the tenant to the landlord, or by a protective order from a court of competent jurisdiction pursuant to § 16.1-253.1, 16.1-279.1, or subsection B of § 20-103, the lease shall not terminate due solely to an act of family abuse against the tenant. However, these provisions shall not be applicable if (i) the tenant fails to provide written documentation corroborating the tenant's status as a victim of family abuse and the exclusion from the dwelling unit of the perpetrator no later than 21 days from the alleged offense or (ii) the perpetrator returns to the dwelling unit or the premises, in violation of a bar notice, and the tenant fails promptly to notify the landlord within 24 hours thereafter that the perpetrator has returned to the dwelling unit or the premises, unless the tenant proves by a preponderance of the evidence that the tenant had no actual knowledge that the perpetrator violated the bar notice, or it was not possible for the tenant to notify the landlord within 24 hours, in which case the tenant shall promptly notify the landlord, but in no event more than seven days thereafter. If the provisions of this subsection are not applicable, the tenant shall remain responsible for the acts of the other co-tenants, authorized occupants, or guests or invitees pursuant to § 55-225.4, and is subject to termination of the tenancy pursuant to the lease and this chapter.

E. If the tenant has been served with a prior written notice that required the tenant to remedy a breach, and the tenant remedied such breach, where the tenant intentionally commits a subsequent

1166 breach of a like nature as the prior breach, the landlord may serve a written notice on the tenant
1167 specifying the acts and omissions constituting the subsequent breach, make reference to the prior breach
1168 of a like nature, and state that the rental agreement will terminate upon a date not less than 30 days
1169 after receipt of the notice.

1170 F. If rent is unpaid when due, and the tenant fails to pay rent within five days after written notice is
1171 served on him notifying the tenant of his nonpayment, and of the landlord's intention to terminate the
1172 rental agreement if the rent is not paid within the five-day period, the landlord may terminate the rental
1173 agreement and proceed to obtain possession of the premises as provided in § 55-225.48. If a check for
1174 rent is delivered to the landlord drawn on an account with insufficient funds, or if an electronic funds
1175 transfer has been rejected because of insufficient funds or a stop-payment order has been placed in bad
1176 faith by the authorizing party, and the tenant fails to pay rent within five days after written notice is
1177 served on him notifying the tenant of his nonpayment and of the landlord's intention to terminate the
1178 rental agreement if the rent is not paid by cash, cashier's check, certified check, or a completed
1179 electronic funds transfer within the five-day period, the landlord may terminate the rental agreement and
1180 proceed to obtain possession of the premises as provided in § 55-225.48. Nothing shall be construed to
1181 prevent a landlord from seeking an award of costs or attorney fees under § 8.01-27.1 or civil recovery
1182 under § 8.01-27.2, as a part of other damages requested on the unlawful detainer filed pursuant to §
1183 8.01-126, provided the landlord has given notice in accordance with § 55-225.4, which notice may be
1184 included in the five-day termination notice provided in accordance with this section.

1185 G. Except as provided in this chapter, the landlord may recover damages and obtain injunctive relief
1186 for any noncompliance by the tenant with the rental agreement or § 55-248.16. In the event of a breach
1187 of the rental agreement or noncompliance by the tenant, the landlord shall be entitled to recover from
1188 the tenant the following, regardless of whether or not a lawsuit is filed or an order obtained from a
1189 court: (i) rent due and owing as contracted for in the rental agreement, (ii) other charges and fees as
1190 contracted for in the rental agreement, (iii) late charges contracted for in the rental agreement, (iv)
1191 reasonable attorney fees as contracted for in the rental agreement or as provided by law, (v) costs of
1192 the proceeding as contracted for in the rental agreement or as provided by law only if court action has
1193 been filed, and (vi) damages to the dwelling unit or premises as contracted for in the rental agreement.

1194 H. In a case where a lawsuit is pending before the court upon a breach of the rental agreement or
1195 noncompliance by the tenant and the landlord prevails, the court shall award a money judgment to the
1196 landlord and against the tenant for the relief requested, which may include the following: (i) rent due
1197 and owing as of the court date as contracted for in the rental agreement; (ii) other charges and fees as
1198 contracted for in the rental agreement; (iii) late charges contracted for in the rental agreement; (iv)
1199 reasonable attorney fees as contracted for in the rental agreement or as provided by law, unless in any
1200 such action the tenant proves by a preponderance of the evidence that the tenant's failure to pay rent or
1201 vacate was reasonable; (v) costs of the proceeding as contracted for in the rental agreement or as
1202 provided by law; and (vi) damages to the dwelling unit or premises.

1203 **§ 55-225.44. Barring guest or invitee of tenants.**

1204 A. A guest or invitee of a tenant may be barred from the premises by the landlord upon written
1205 notice served personally upon the guest or invitee of the tenant for conduct on the landlord's property
1206 where the premises are located that violates the terms and conditions of the rental agreement, a local
1207 ordinance, or a state or federal law. A copy of the notice must be served upon the tenant in accordance
1208 with this chapter. The notice shall describe the conduct of the guest or invitee that is the basis for the
1209 landlord's action.

1210 B. In addition to the remedies against the tenant authorized by this chapter, a landlord may apply to
1211 the magistrate for a warrant for trespass, provided that the guest or invitee has been served in
1212 accordance with subsection A.

1213 C. The tenant may file a tenant's assertion, in accordance with § 55-225.12, requesting that the
1214 general district court review the landlord's action to bar the guest or invitee.

1215 **§ 55-225.45. Sheriff authorized to serve certain notices; fees therefor.**

1216 The sheriff of any county or city, upon request, may deliver any notice to a tenant on behalf of a
1217 landlord or lessor under the provisions of § 55-225.20. For this service, the sheriff shall be allowed a
1218 fee not to exceed \$12.

1219 **§ 55-225.46. Remedy by repair, etc.; emergencies.**

1220 If there is a violation by the tenant of § 55-225.4 or the rental agreement materially affecting health
1221 and safety that can be remedied by repair, replacement of a damaged item, or cleaning, the landlord
1222 shall send a written notice to the tenant specifying the breach and stating that the landlord will enter
1223 the dwelling unit and perform the work in a workmanlike manner, and submit an itemized bill for the
1224 actual and reasonable cost therefor to the tenant, which shall be due as rent on the next rent due date,
1225 or if the rental agreement has terminated, for immediate payment.

1226 In case of emergency the landlord may, as promptly as conditions require, enter the dwelling unit,
1227 perform the work in a workmanlike manner, and submit an itemized bill for the actual and reasonable

cost therefor to the tenant, which shall be due as rent on the next rent due date, or if the rental agreement has terminated, for immediate payment.

The landlord may perform the repair, replacement, or cleaning or may engage a third party to do so.

§ 55-225.47. Landlord's acceptance of rent with reservation.

A. Provided that the landlord has given written notice to the tenant that the rent will be accepted with reservation, the landlord may accept full or partial payment of all rent and receive an order of possession from a court of competent jurisdiction pursuant to an unlawful detainer action filed under Article 13 (§ 8.01-124 et seq.) of Chapter 3 of Title 8.01 and proceed with eviction under § 55-225.41. Such notice shall be included in a written termination notice given by the landlord to the tenant in accordance with § 55-225.43 or in a separate written notice given by the landlord to the tenant within five business days of receipt of the rent. Unless the landlord has given such notice in a termination notice in accordance with § 55-225.43, the landlord shall continue to give a separate written notice to the tenant within five business days of receipt of the rent that the landlord continues to accept the rent with reservation in accordance with this section until such time as the violation alleged in the termination notice has been remedied or the matter has been adjudicated in a court of competent jurisdiction. If the dwelling unit is a public housing unit or other housing unit subject to regulation by the Department of Housing and Urban Development, the landlord shall be deemed to have accepted rent with reservation pursuant to this subsection if the landlord gives the tenant the written notice required herein for the portion of the rent paid by the tenant.

B. Subsequent to the entry of an order of possession by a court of competent jurisdiction but prior to eviction pursuant to § 55-225.41, the landlord may accept all amounts owed to the landlord by the tenant, including full payment of any money judgment, award of attorney fees, and court costs, and all subsequent rents that may be paid prior to eviction, and proceed with eviction, provided that the landlord has given the tenant written notice that any such payment would be accepted with reservation and would not constitute a waiver of the landlord's right to evict the tenant from the dwelling unit. However, if a landlord enters into a new written rental agreement with the tenant prior to eviction, an order of possession obtained prior to the entry of such new rental agreement is not enforceable. Such notice shall be given in a separate written notice given by the landlord within five business days of receipt of payment of such money judgment, attorney fees and court costs, and all subsequent rents that may be paid prior to eviction. If the dwelling unit is a public housing unit or other housing unit subject to regulation by the Department of Housing and Urban Development, the landlord shall be deemed to have accepted rent with reservation pursuant to this subsection if the landlord gives the tenant the written notice required herein for the portion of the rent paid by the tenant. Writs of possession in cases of unlawful entry and detainer are otherwise subject to § 8.01-471.

C. However, the tenant may pay or present to the court a redemption tender for payment of all rent due and owing as of the return date, including late charges, attorney fees, and court costs, at or before the first return date on an action for unlawful detainer. For purposes of this section, "redemption tender" means a written commitment to pay all rent due and owing as of the return date, including late charges, attorney fees, and court costs, by a local government or nonprofit entity within 10 days of said return date.

D. If the tenant presents a redemption tender to the court at the return date, the court shall continue the action for unlawful detainer for 10 days following the return date for payment to the landlord of all rent due and owing as of the return date, including late charges, attorney fees, and court costs and dismissal of the action upon such payment. Should the landlord not receive full payment of all rent due and owing as of the return date, including late charges, attorney fees, and court costs, within 10 days of the return date, the court shall, without further evidence, grant to the landlord judgment for all amounts due and immediate possession of the premises.

E. In cases of unlawful detainer, a tenant may pay the landlord or his attorney or pay into court all (i) rent due and owing as of the court date as contracted for in the rental agreement, (ii) other charges and fees as contracted for in the rental agreement, (iii) late charges contracted for in the rental agreement, (iv) reasonable attorney fees as contracted for in the rental agreement or as provided by law, and (v) costs of the proceeding as provided by law, at which time the unlawful detainer proceeding shall be dismissed. A tenant may invoke the rights granted in this section no more than one time during any 12-month period of continuous residency in the dwelling unit, regardless of the term of the rental agreement or any renewal term thereof.

§ 55-225.48. Remedy after termination.

If the rental agreement is terminated, the landlord may have a claim for possession and for rent and a separate claim for actual damages for breach of the rental agreement, reasonable attorney fees as provided in § 55-225.43, and the cost of service of any notice under § 55-225 or process by a sheriff or private process server, which cost shall not exceed the amount authorized by § 55-225.41, which claims

1289 *may be enforced, without limitation, by the institution of an action for unlawful entry or detainer. Actual*
1290 *damages for breach of the rental agreement may include a claim for such rent as would have accrued*
1291 *until the expiration of the term thereof or until a tenancy pursuant to a new rental agreement*
1292 *commences, whichever first occurs, provided that nothing herein contained shall diminish the duty of the*
1293 *landlord to mitigate actual damages for breach of the rental agreement. In obtaining post-possession*
1294 *judgments for actual damages as defined herein, the landlord shall not seek a judgment for accelerated*
1295 *rent through the end of the term of the tenancy.*

1296 *In any unlawful detainer action brought by the landlord, this section shall not be construed to*
1297 *prevent the landlord from being granted by the court a simultaneous judgment for money due and for*
1298 *possession of the premises without a credit for any security deposit. Upon the tenant's vacating the*
1299 *premises either voluntarily or by a writ of possession, security deposits shall be credited to the tenant's*
1300 *account by the landlord in accordance with the requirements of § 55-225.19.*

1301 **§ 55-226. Nonresidential buildings destroyed or lessee deprived of possession; covenant to pay**
1302 **rent or repair; reduction of rent.**

1303 No covenant or promise by a lessee of nonresidential property to pay the rent, or that he will keep
1304 or leave the premises in good repair, shall have the effect, if the buildings thereon be destroyed by fire
1305 or otherwise, in whole or in part, without fault or negligence on his part, or if he be deprived of the
1306 possession of the premises by the public enemy, of binding him to make such payment or repair or erect
1307 such buildings again, unless there be other words showing it to be the intent of the parties that he
1308 should be so bound. But in case of such destruction there shall be a reasonable reduction of the rent for
1309 such time as may elapse until there be again upon the premises buildings of as much value to the tenant
1310 for his purposes as what may have been so destroyed; and, in case of such deprivation of possession, a
1311 like reduction until possession of the premises be restored to him.

1312 **§ 55-226.2. Energy submetering, energy allocation equipment, sewer and water submetering**
1313 **equipment, ratio utility billings systems; local government fees.**

1314 A. Energy submetering equipment, energy allocation equipment, water and sewer submetering
1315 equipment, or a ratio utility billing system may be used in a commercial or residential building,
1316 manufactured home park, or campground if clearly stated in the rental agreement or lease for the leased
1317 premises or dwelling unit. All energy submetering equipment and energy allocation equipment shall
1318 meet the requirements and standards established and enforced by the State Corporation Commission
1319 pursuant to § 56-245.3.

1320 B. If energy submetering equipment, water and sewer submetering equipment, or energy allocation
1321 equipment is used in any building, manufactured home park, or campground, the owner, manager, or
1322 operator of the building, manufactured home park, or campground shall bill the tenant for electricity, oil,
1323 natural gas or water and sewer for the same billing period as the utility serving the building or
1324 campground, unless the rental agreement or lease expressly provides otherwise. The owner, manager, or
1325 operator of the building, manufactured home park, or campground may charge and collect from the
1326 tenant additional service charges, including, but not limited to, monthly billing fees, account set-up fees
1327 or account move-out fees, to cover the actual costs of administrative expenses and billing charged to the
1328 building, manufactured home park, or campground owner, manager, or operator by a third-party provider
1329 of such services, provided that such charges are agreed to by the building or campground owner and the
1330 tenant in the rental agreement or lease. The building or campground owner may require the tenant to
1331 pay a late charge of up to \$5 if the tenant fails to make payment when due, which shall not be less than
1332 15 days following the date of mailing or delivery of the bill sent pursuant to this section.

1333 C. If a ratio utility billing system is used in any building, manufactured home park, or campground,
1334 in lieu of increasing the rent, the owner, manager, or operator of the building, manufactured home park,
1335 or campground may employ such a program that utilizes a mathematical formula for allocating, among
1336 the tenants in a building, manufactured home park, or campground, the actual or anticipated water,
1337 sewer, electrical, oil, or natural gas billings billed to the building or campground owner from a
1338 third-party provider of the utility service. The owner, manager, or operator of the building, manufactured
1339 home park, or campground may charge and collect from the tenant additional service charges, including
1340 but not limited to monthly billing fees, account set-up fees, or account move-out fees, to cover the
1341 actual costs of administrative expenses and billings charged to the building, manufactured home park, or
1342 campground owner, manager, or operator by a third-party provider of such services, provided that such
1343 charges are agreed to by the building, manufactured home park, or campground owner and the tenant in
1344 the rental agreement or lease. The building, manufactured home park, or campground owner may require
1345 the tenant to pay a late charge of up to \$5 if the tenant fails to make payment when due, which shall
1346 not be less than 15 days following the date of mailing or delivery of the bill sent pursuant to this
1347 section. The late charge shall be deemed rent (i) as defined in § 55-248.4 if a ratio utility billing system
1348 is used in a residential multifamily dwelling unit subject to the Virginia Residential Landlord and Tenant
1349 Act (§ 55-248.2 et seq.) or (ii) as defined in § 55-248.41 if a ratio utility billing system is used in
1350 manufactured home park subject to the Manufactured Home Lot Rental Act (55-248.41 et seq.).

D. Energy allocation equipment shall be tested periodically by the owner, operator or manager of the building, manufactured home park, or campground. Upon the request by a tenant, the owner shall test the energy allocation equipment without charge. The test conducted without charge to the tenant shall not be conducted more frequently than once in a 24-month period for the same tenant. The tenant or his designated representative may be present during the testing of the energy allocation equipment. A written report of the results of the test shall be made to the tenant within 10 working days after the completion of the test.

E. The owner of any building, manufactured home park, or campground shall maintain adequate records regarding energy submetering equipment, water and sewer submetering equipment, energy allocation equipment, or a ratio utility billing system. A tenant may inspect and copy the records for the leased premises during reasonable business hours at a convenient location within the building or campground. The owner of the building or campground may impose and collect a reasonable charge for copying documents, reflecting the actual costs of materials and labor for copying, prior to providing copies of the records to the tenant.

F. Notwithstanding any enforcement action undertaken by the State Corporation Commission pursuant to its authority under § 56-245.3, tenants and owners shall retain any private right of action resulting from any breach of the rental agreement or lease terms required by this section or § 56-245.3, if applicable, to the same extent as such actions may be maintained for breach of other terms of the rental agreement or lease under Chapter 13 (§ 55-217 et seq.) or Chapter 13.2 (§ 55-248.2 et seq.) of this title, if applicable. The use of energy submetering equipment, water and sewer submetering equipment, energy allocation equipment, or a ratio utility billing system is not within the jurisdiction of the Department of Agriculture and Consumer Services under Chapter 56 (§ 3.2-5600 et seq.) of Title 3.2.

G. In lieu of increasing the rent, the owner, manager, or operator of a commercial or residential building, manufactured home park, or campground may employ a program that utilizes a mathematical formula for allocating the actual or anticipated local government fees billed to the building, manufactured home park, or campground owner among the tenants in such building, manufactured home park, or campground if clearly stated in the rental agreement or lease for the leased premises or dwelling unit. Permitted allocation methods may include formulas based upon square footage, occupancy, number of bedrooms, or some other specific method agreed to by the building, manufactured home park, or campground owner and the tenant in the rental agreement or lease. Such owner, manager, or operator of a commercial or residential building, manufactured home park, or campground may also charge and collect from each tenant additional service charges, including monthly billing fees, account set-up fees, or account move-out fees, to cover the actual costs of administrative expenses for administration of such a program. If the building is residential and is subject to (i) the Virginia Residential Landlord and Tenant Act (§ 55-248.2 et seq.), such local government fees and administrative expenses shall be deemed to be rent as defined in § 55-248.4 or (ii) the Manufactured Home Lot Rental Act (55-248.41 et seq.), such local government fees and administrative expenses shall be deemed to be rent as defined in § 55-248.41.

H. Nothing in this section shall be construed to prohibit an owner, manager, or operator of a commercial or residential building, manufactured home park, or campground from including water, sewer, electrical, natural gas, *oil*, or other utilities in the amount of rent as specified in the rental agreement or lease.

I. As used in this section:

"Building" means all of the individual units served through the same utility-owned meter within a commercial or residential building that is defined in subsection A of § 56-245.2 as an apartment building or house, office building or shopping center, or all of the individual dwelling units served through the same utility-owned meter within a manufactured home park as defined in § 55-248.41.

"Campground" means the same as that term is defined in § 35.1-1.

"Campsite" means the same as that term is defined in § 35.1-1.

"Energy allocation equipment" has the same meaning ascribed to such term in subsection A of § 56-245.2.

"Energy submetering equipment" has the same meaning ascribed to "submetering equipment" in subsection A of § 56-245.2.

"Local government fees" means any local government charges or fees assessed against a commercial or residential building or campground, including stormwater, recycling, trash collection, elevator testing, fire or life safety testing, or residential rental inspection programs.

"Ratio utility billing system" means a program that utilizes a mathematical formula for allocating, among the tenants in a building or campground, the actual or anticipated water, sewer, electrical, *oil*, or natural gas billings billed to the building or campground owner from a third-party provider of the utility service. Permitted allocation methods may include formulas based upon square footage, occupancy,

number of bedrooms, or some other specific method agreed to by the building or campground owner and the tenant in the rental agreement or lease.

"Water and sewer submetering equipment" means equipment used to measure actual water or sewer usage in any dwelling unit or nonresidential rental unit, as defined in subsection A of § 56-245.2 or campsite, when such equipment is not owned or controlled by the utility or other provider of water or sewer service that provides service to the building in which the dwelling unit or nonresidential rental unit is located or campground where the campsite is located.

§ 55-237.1. Authority of sheriffs to store and sell personal property removed from nonresidential premises; recovery of possession by owner; disposition or sale.

Notwithstanding the provisions of § 8.01-156, when personal property is removed from any leased or rented commercial or ~~residential~~ nonresidential premises pursuant to an action of unlawful detainer or ejectment, or pursuant to any other action in which personal property is removed from the premises in order to restore such premises to the person entitled thereto, the sheriff shall oversee the removal of such personal property to be placed into the public way. The tenant shall have the right to remove his personal property from the public way during the 24-hour period after eviction. Upon the expiration of the 24-hour period after eviction, the landlord shall remove, or dispose of, any such personal property remaining in the public way.

At the landlord's request, any personal property removed pursuant to this section shall be placed into a storage area designated by the landlord, which may be the leased or rented premises. The tenant shall have the right to remove his personal property from the landlord's designated storage area at reasonable times during the 24 hours after eviction from the premises or at such other reasonable times until the landlord has disposed of the property as provided herein. During that 24-hour period and until the landlord disposes of the remaining personal property of the tenant, the landlord and the sheriff shall not have any liability for the loss of such personal property. If the landlord fails to allow reasonable access to the tenant to remove his personal property as provided herein, the tenant shall have a right to injunctive relief and such other relief as may be provided by law.

Any property remaining in the landlord's storage area upon the expiration of the 24-hour period after eviction may be disposed of by the landlord as the landlord sees fit or appropriate. If the landlord receives any funds from any sale of such remaining property, the landlord shall pay such funds to the account of the tenant and apply same to any amounts due the landlord by the tenant, including the reasonable costs incurred by the landlord in the eviction process described in this section or the reasonable costs incurred by the landlord in selling or storing such property. If any funds are remaining after application, the remaining funds shall be treated as security deposit under applicable law.

The notice posted by the sheriff setting the date and time of the eviction, pursuant to § 8.01-470, shall provide notice to the tenant of the rights afforded to tenants in this section and shall include in the notice a copy of this statute attached to, or made a part of, this notice.

Nothing herein shall affect the right of a landlord to enforce an inchoate or perfected lien of the landlord on the personal property of a tenant of ~~any leased or rented commercial or residential premises, in a nonresidential premises leased to such tenant or the right of a landlord to distress, levy, and seize~~ such personal property as otherwise provided by law.

§ 55-248.3:1. Applicability of chapter.

This chapter shall apply to all rental agreements entered into on or after July 1, 1974, which are not exempted pursuant to § ~~55-248.5~~, and all provisions thereof. A. This chapter shall apply to all jurisdictions in the Commonwealth and may not be waived or otherwise modified, in whole or in part, by the governing body of any locality, its boards and commissions or other instrumentalities, or by the courts of the Commonwealth.

B. The provisions of this chapter shall apply to occupancy in all single-family and multifamily residential dwelling units and multifamily dwelling unit located in the Commonwealth. However, where the landlord is a natural person, an estate, or a legal entity that owns no more than two single-family residential dwelling units in the same name subject to a rental agreement, such landlord may opt out of the Virginia Residential Landlord and Tenant Act (§ 55-248.2 et seq.) by so stating in a rental agreement with a tenant. Such residential dwelling units shall be exempt from this chapter and the provisions of §§ 55-225.01 through 55-225.48 shall be applicable.

The provisions of this chapter shall not apply to instances where occupancy under a contract of sale of a dwelling unit or the property of which it is a part, if the occupant is the purchaser or a person who succeeds to his interest.

C. Tenancies and occupancies that are not residential tenancies. The following occupancies are not residential tenancies under this chapter:

1. Residence at a public or private institution, if incidental to detention or the provision of medical, geriatric, educational, counseling, religious, or similar services;

2. Occupancy by a member of a fraternal or social organization in the portion of a structure operated for the benefit of the organization;

3. *Occupancy by an owner of a condominium unit or a holder of a proprietary lease in a cooperative;*

4. *Occupancy in a campground as defined in § 35.1-1;*

5. *Occupancy by a tenant who pays no rent pursuant to a rental agreement;*

6. *Occupancy by an employee of a landlord whose right to occupancy in a multifamily dwelling unit is conditioned upon employment in and about the premises or an former employee whose occupancy continues less than 60 days; or*

7. *Occupancy in a public housing unit or other housing unit subject to regulation by the Department of Housing and Urban Development, unless the provisions of this chapter are inconsistent with the regulations of the Department of Housing and Urban Development.*

D. Occupancy in hotel, motel, and extended stay facility.

1. *A guest who is an occupant of a hotel, motel, extended stay facility, vacation residential facility, including those governed by the Virginia Real Estate Time-Share Act (§ 55-360 et seq.), boardinghouse, or similar transient lodging shall not be construed to be a tenant living in a dwelling unit if such person does not reside in such lodging as his primary residence. Such guest shall be exempt from this chapter, and the innkeeper or property owner, or his agent, shall have the right to use self-help eviction under Virginia law, without the necessity of the filing of an unlawful detainer action in a court of competent jurisdiction and the execution of a writ of possession issued pursuant to such action, which would otherwise be required under this chapter.*

2. *A hotel, motel, extended stay facility, vacation residential facility, boardinghouse, or similar transient lodging shall be exempt from the provisions of this chapter if overnight sleeping accommodations are furnished to a person for consideration if such person does not reside in such lodging as his primary residence.*

3. *If a person resides in a hotel, motel, extended stay facility, vacation residential facility, including those governed by the Virginia Real Estate Time-Share Act (§ 55-360 et seq.), boardinghouse, or similar transient lodging as his primary residence for fewer than 90 consecutive days, such lodging shall not be subject to the provisions of this chapter. However, the owner of such lodging establishment shall give a five-day written notice of nonpayment to a person residing in such lodging and, upon the expiration of the five-day period specified in the notice, may exercise self-help eviction if payment in full has not been received.*

4. *If a person resides in a hotel, motel, extended stay facility, vacation residential facility, including those governed by the Virginia Real Estate Time-Share Act (§ 55-360 et seq.), boardinghouse, or similar transient lodging as his primary residence for more than 90 consecutive days or is subject to a written lease for more than 90 days, such lodging shall be subject to the provisions of this chapter.*

§ 55-248.6. Notice.

A. As used in this chapter:

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

B. If the rental agreement so provides, the landlord and tenant may send notices in electronic form, however any tenant who so requests may elect to send and receive notices in paper form. If electronic delivery is used, the sender shall retain sufficient proof of the electronic delivery, which may be an electronic receipt of delivery, a confirmation that the notice was sent by facsimile, or a certificate of service prepared by the sender confirming the electronic delivery.

In the case of the landlord, notice is served on the landlord at his place of business where the rental agreement was made, or at any place held out by the landlord as the place for receipt of the communication.

C. In the case of the tenant, notice is served at the tenant's last known place of residence, which may be the dwelling unit.

D. Notice, knowledge or a notice or notification received by an organization is effective for a particular transaction from the time it is brought to the attention of the person conducting that transaction, or from the time it would have been brought to his attention if the organization had exercised reasonable diligence.

E. No notice of termination of tenancy served upon a tenant by a public housing authority organized under the Housing Authorities Law (§ 36-1 et seq.) of Title 36 shall be effective unless it contains on its

first page, in type no smaller or less legible than that otherwise used in the body of the notice, the name, address and telephone number of the legal services program, if any, serving the jurisdiction wherein the premises are located.

F. The landlord may, in accordance with a written agreement, delegate to a managing agent or other third party the responsibility of providing any written notice under this chapter. The landlord may also engage an attorney at law to prepare or provide any written notice under this chapter or legal process under title 8.01. Nothing herein shall be construed to preclude use of an electronic signature as defined in § 59.1-480, or an electronic notarization as defined in § 47.1-2 in any written notice under this chapter or legal process under Title 8.01.

§ 55-248.7. Terms and conditions of rental agreement; copy for tenant; accounting of rental payments.

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

B. In the absence of a rental agreement, the tenant shall pay as rent the fair rental value for the use and occupancy of the dwelling unit.

C. Rent shall be payable without demand or notice at the time and place agreed upon by the parties. Unless otherwise agreed, rent is payable at the place designated by the landlord and periodic rent is payable at the beginning of any term of one month or less and otherwise in equal installments at the beginning of each month. If the landlord receives from a tenant a written request for ~~an accounting a~~ *written statement* of charges and payments, he shall provide the tenant with a written statement showing all debits and credits over the tenancy or the past 12 months, whichever is shorter. The landlord shall provide such written statement within 10 business days of receiving the request.

D. Unless the rental agreement fixes a definite term, the tenancy shall be week to week in case of a roomer who pays weekly rent, and in all other cases month to month. Terminations of tenancies shall be governed by § 55-248.37 unless the rental agreement provides for a different notice period.

E. If the rental agreement contains any provision whereby the landlord may approve or disapprove a sublessee or assignee of the tenant, the landlord shall within 10 business days of receipt by him of the written application of the prospective sublessee or assignee on a form to be provided by the landlord, approve or disapprove the sublessee or assignee. Failure of the landlord to act within 10 business days shall be deemed evidence of his approval.

F. A copy of any written rental agreement signed by both the tenant and the landlord shall be provided to the tenant within one month of the effective date of the written rental agreement. The failure of the landlord to deliver such a rental agreement shall not affect the validity of the agreement.

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

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

§ 55-248.7:1. Prepaid rent; maintenance of escrow account.

A landlord and a tenant may agree in a rental agreement that the tenant pay prepaid rent. If a landlord receives prepaid rent, it shall be placed in an escrow account in a federally insured depository ~~in Virginia~~ by the end of the fifth business day following receipt and shall remain in the account until such time as the prepaid rent becomes due. Unless the landlord has otherwise become entitled to receive any portion of the prepaid rent, it shall not be removed from the escrow account required by this section without the written consent of the tenant.

§ 55-248.12. Disclosure.

A. The landlord or any person authorized to enter into a rental agreement on his behalf shall disclose to the tenant in writing at or before the commencement of the tenancy the name and address of:

1. The person or persons authorized to manage the premises; and
2. An owner of the premises or any other person authorized to act for and on behalf of the owner, for the purposes of service of process and receiving and receipting for notices and demands.

B. In the event of the sale of the premises, the landlord shall notify the tenant of such sale and disclose to the tenant the name and address of the purchaser and a telephone number at which such purchaser can be located.

C. ~~If~~ *With respect to a multifamily dwelling unit*, an application for registration of the rental property as a condominium or cooperative has been filed with the Real Estate Board, or if there is within six months an existing plan for tenant displacement resulting from (i) demolition or substantial rehabilitation of the property or (ii) conversion of the rental property to office, hotel or motel use or planned unit development, then the landlord or any person authorized to enter into a rental agreement on his behalf shall disclose that information in writing to any prospective tenant.

D. The information required to be furnished by this section shall be kept current and this section extends to and is enforceable against any successor landlord or owner. A person who fails to comply with this section becomes an agent of each person who is a landlord for the purposes of service of process and receiving and receipting for notices and demands.

§ 55-248.12:1. Required disclosures for properties located adjacent to a military air installation; remedy for nondisclosure.

A. ~~Notwithstanding the provisions of subdivision A 10 of § 55-248.5, the~~ The landlord of property in any locality in which a military air installation is located, or any person authorized to enter into a rental agreement on his behalf, shall provide to a prospective tenant a written disclosure that the property is located in a noise zone or accident potential zone, or both, as designated by the locality on its official zoning map. Such disclosure shall be provided prior to the execution by the tenant of a written lease agreement or, in the case of an oral lease agreement, prior to occupancy by the tenant. The disclosure shall specify the noise zone or accident potential zone in which the property is located according to the official zoning map of the locality. A disclosure made pursuant to this section containing inaccurate information regarding the location of the noise zone or accident potential zone shall be deemed as nondisclosure unless the inaccurate information is provided by an officer or employee of the locality in which the property is located.

B. Any tenant who is not provided the disclosure required by subsection A may terminate the lease agreement at any time during the first 30 days of the lease period by sending to the landlord by certified or registered mail, return receipt requested, a written notice of termination. Such termination shall be effective as of (i) 15 days after the date of the mailing of the notice or (ii) the date through which rent has been paid, whichever is later. In no event, however, shall the effective date of the termination exceed one month from the date of mailing. Termination of the lease agreement shall be the exclusive remedy for the failure to comply with the disclosure provisions of this section, and shall not affect any rights or duties of the landlord or tenant arising under this chapter, other applicable law, or the rental agreement.

§ 55-248.13. Landlord to maintain fit premises.

A. The landlord shall:

1. Comply with the requirements of applicable building and housing codes materially affecting health and safety;

2. Make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition;

3. Keep all common areas shared by two or more *multifamily* dwelling units of the premises in a clean and structurally safe condition;

4. Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators, supplied or required to be supplied by him;

5. Maintain the premises in such a condition as to prevent the accumulation of moisture and the growth of mold, and to promptly respond to any notices from a tenant as provided in subdivision A 10 of § 55-248.16. Where there is visible evidence of mold, the landlord shall promptly remediate the mold conditions in accordance with the requirements of subsection E of § 8.01-226.12 and reinspect the dwelling unit to confirm that there is no longer visible evidence of mold in the dwelling unit. The landlord shall make available to the tenant copies of any available written information related to the remediation of mold *that is not protected by attorney-client privilege*;

6. Provide and maintain appropriate receptacles and conveniences; ~~in common areas~~; for the collection, storage, and removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of ~~two or more~~ dwelling units and arrange for the removal of same; *and*

7. Supply running water and reasonable amounts of hot water at all times and reasonable air conditioning if provided and heat in season except where the dwelling unit is so constructed that heat, air conditioning or hot water is generated by an installation within the exclusive control of the tenant or supplied by a direct public utility connection; *and*

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

B. The landlord shall perform the duties imposed by subsection A in accordance with law; however, the landlord shall only be liable for the tenant's actual damages proximately caused by the landlord's failure to exercise ordinary care.

C. If the duty imposed by subdivision A 1 ~~of subsection A~~ is greater than any duty imposed by any other subdivision of that subsection, the landlord's duty shall be determined by reference to subdivision A 1 ~~of subsection A~~.

D. The landlord and tenant may agree in writing that the tenant perform the landlord's duties specified in subdivisions A 2, 3, 4, 6, and 7 ~~of subsection A~~ and also specified repairs, maintenance tasks, alterations, and remodeling, but only if the transaction is entered into in good faith and not for the

purpose of evading the obligations of the landlord, and if the agreement does not diminish or affect the obligation of the landlord to other tenants in ~~the~~ *a multifamily* premises.

§ 55-248.13:1. Landlord to provide locks and peepholes.

The governing body of any ~~county, city or town~~ *locality* may require by ordinance that any landlord who rents five or more *multifamily* dwelling units in any one building shall install:

1. Dead-bolt locks which meet the requirements of the Uniform Statewide Building Code (§ 36-97 et seq.) for new ~~multi-family~~ *multifamily* construction and peepholes in any exterior swinging entrance door to any such unit; however, any door having a glass panel shall not require a peephole.

2. Manufacturer's locks ~~which~~ *that* meet the requirements of the Uniform Statewide Building Code and removable metal pins or charlie bars in accordance with the Uniform Statewide Building Code on exterior sliding glass doors located in a building at any level or levels designated in the ordinance.

3. Locking devices ~~which~~ *that* meet the requirements of the Uniform Statewide Building Code on all exterior windows.

Any ordinance adopted pursuant to this section shall further provide that any landlord subject to the ordinance shall have a reasonable time as determined by the governing body in which to comply with the requirements of the ordinance.

§ 55-248.13:2. Access of tenant to cable, satellite and other television facilities.

No landlord of *a multifamily dwelling unit* shall demand or accept payment of any fee, charge or other thing of value from any provider of cable television service, cable modem service, satellite master antenna television service, direct broadcast satellite television service, subscription television service or service of any other television programming system in exchange for granting a television service provider mere access to the landlord's tenants or giving the tenants of such landlord mere access to such service. A landlord may enter into a service agreement with a television service provider to provide marketing and other services to the television service provider, designed to facilitate the television service provider's delivery of its services. Under such a service agreement, the television service provider may compensate the landlord for the reasonable value of the services provided, and for the reasonable value of the landlord's property used by the television service provider.

No landlord shall demand or accept any such payment from any tenants in exchange therefor unless the landlord is itself the provider of the service. Nor shall any landlord discriminate in rental charges between tenants who receive any such service and those who do not. Nothing contained herein shall prohibit a landlord from requiring that the provider of such service and the tenant bear the entire cost of the installation, operation or removal of the facilities incident thereto, or prohibit a landlord from demanding or accepting reasonable indemnity or security for any damages caused by such installation, operation or removal.

§ 55-248.15:1. Security deposits.

A. A landlord may not demand or receive a security deposit, however denominated, in an amount or value in excess of two months' periodic rent. Upon termination of the tenancy, such security deposit, whether it is property or money held by the landlord as security as hereinafter provided may be applied solely by the landlord (i) to the payment of accrued rent and including the reasonable charges for late payment of rent specified in the rental agreement; (ii) to the payment of the amount of damages which the landlord has suffered by reason of the tenant's noncompliance with § 55-248.16, less reasonable wear and tear; or (iii) to other damages or charges as provided in the rental agreement. The security deposit and any deductions, damages and charges shall be itemized by the landlord in a written notice given to the tenant, together with any amount due the tenant within 45 days after termination of the tenancy and delivery of possession.

Where there is more than one tenant subject to a rental agreement, unless otherwise agreed to in writing by each of the tenants, disposition of the security deposit shall be made with one check being payable to all such tenants and sent to a forwarding address provided by one of the tenants. ~~Regardless of the number of tenants subject to a rental agreement, if~~ *The landlord shall make the security deposit disposition within the 45-day time period, but if a tenant fails to provide a forwarding address to the landlord, the landlord may continue to hold such security deposit in escrow. If a tenant fails to provide a forwarding address to the landlord to enable the landlord to make a refund of the security deposit, upon the expiration of one year from the date of the end of the 45-day time period, the landlord shall, within a reasonable period of time not to exceed 90 days, escheat the balance of such security deposit and any other moneys due the tenant to the Commonwealth, which sums shall be sent to the Virginia Department of Housing and Community Development, payable to the State Treasurer, and credited to the Virginia Housing Trust Fund established pursuant to § 36-142 Literary Fund.* Upon payment to the Commonwealth, the landlord shall have no further liability to any tenant relative to the security deposit. If the landlord or managing agent is a real estate licensee, compliance with this paragraph shall be deemed compliance with § 54.1-2108 and corresponding regulations of the Real Estate Board.

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

amount of the security deposit. The landlord shall apply the security deposit in accordance with this section within the 45-day time period. However, provided the landlord has given prior written notice in accordance with this section, the landlord may withhold a reasonable portion of the security deposit to cover an amount of the balance due on the water, sewer, or other utility account that is an obligation of the tenant to a third-party provider under the rental agreement for the dwelling unit, and upon payment of such obligations the landlord shall provide written confirmation to the tenant within 10 days thereafter, along with payment to the tenant of any balance otherwise due to the tenant. In order to withhold such funds as part of the disposition of the security deposit, the landlord shall have so advised the tenant of his rights and obligations under this section in (i) (a) a termination notice to the tenant in accordance with this chapter, (ii) (b) a vacating notice to the tenant in accordance with this section, or (iii) (c) a separate written notice to the tenant at least 15 days prior to the disposition of the security deposit. Any written notice to the tenant shall be given in accordance with § 55-248.6.

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

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

The landlord shall notify the tenant in writing of any deductions provided by this subsection to be made from the tenant's security deposit during the course of the tenancy. Such notification shall be made within 30 days of the date of the determination of the deduction and shall itemize the reasons in the same manner as provided in subsection B. Such notification shall not be required for deductions made less than 30 days prior to the termination of the rental agreement. If the landlord willfully fails to comply with this section, the court shall order the return of the security deposit to the tenant, together with actual damages and reasonable attorney fees, unless the tenant owes rent to the landlord, in which case, the court shall order an amount equal to the security deposit credited against the rent due to the landlord. In the event that damages to the premises exceed the amount of the security deposit and require the services of a third party contractor, the landlord shall give written notice to the tenant advising him of that fact within the 45-day period. If notice is given as prescribed in this paragraph, the landlord shall have an additional 15-day period to provide an itemization of the damages and the cost of repair. This section shall not preclude the landlord or tenant from recovering other damages to which he may be entitled under this chapter. The holder of the landlord's interest in the premises at the time of the termination of the tenancy, regardless of how the interest is acquired or transferred, is bound by this section and shall be required to return any security deposit received by the original landlord that is duly owed to the tenant, whether or not such security deposit is transferred with the landlord's interest by law or equity, regardless of any contractual agreements between the original landlord and his successors in interest.

B. The landlord shall:

1. Maintain and itemize records for each tenant of all deductions from security deposits provided for under this section which the landlord has made by reason of a tenant's noncompliance with § 55-248.16 during the preceding two years; and

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

C. Upon request by the landlord to a tenant to vacate, or within five days after receipt of notice by the landlord of the tenant's intent to vacate, the landlord shall ~~make reasonable efforts to advise~~ *provide written notice to* the tenant of the tenant's right to be present at the landlord's inspection of the dwelling unit for the purpose of determining the amount of security deposit to be returned. If the tenant desires to be present when the landlord makes the inspection, he shall so advise the landlord in writing who, in turn, shall notify the tenant of the time and date of the inspection, which must be made within 72 hours of delivery of possession. ~~Upon completion of the inspection attended by the tenant, the landlord shall furnish the tenant with an itemized list of damages to the dwelling unit known to exist at the time of the inspection~~ *Following the move-out inspection, the landlord shall provide the tenant with a written security deposit disposition statement, including an itemized list of damages. If additional damages are discovered by the landlord after the security deposit disposition has been made, nothing herein shall be construed to preclude the landlord from recovery of such damages against the tenant.*

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

§ 55-248.16. Tenant to maintain dwelling unit.

A. In addition to the provisions of the rental agreement, the tenant shall:

1. Comply with all obligations primarily imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;

2. Keep that part of the dwelling unit and the part of the premises that he occupies and uses as clean and safe as the condition of the premises permit;

3. Keep that part of the dwelling unit and the part of the premises that he occupies free from insects and pests, as those terms are defined in § 3.2-3900, and to promptly notify the landlord of the existence of any insects or pests;

4. Remove from his dwelling unit all ashes, garbage, rubbish and other waste in a clean and safe manner and in the appropriate receptacles provided by the landlord pursuant to § 55-248.13, if such disposal is on the premises;

5. Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits;

6. Use in a reasonable manner all utilities and all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances including ~~elevators~~ *an elevator* in ~~the~~ *a multifamily* premises, and keep all utility services paid for by the tenant to the utility service provider or its agent on at all times during the term of the rental agreement;

7. Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises or permit any person to do so whether known by the tenant or not;

8. Not remove or tamper with a properly functioning smoke detector installed by the landlord, including removing any working batteries, so as to render the detector inoperative and shall maintain the smoke detector in accordance with the uniform set of standards for maintenance of smoke detectors established in the Uniform Statewide Building Code (§ 36-97 et seq.);

9. Not remove or tamper with a properly functioning carbon monoxide alarm installed by the landlord *in a multifamily premises*, including removing any working batteries, so as to render the carbon monoxide detector inoperative and shall maintain the carbon monoxide alarm in accordance with the uniform set of standards for maintenance of carbon monoxide alarms established in the Uniform Statewide Building Code (§ 36-97 et seq.);

10. Use reasonable efforts to maintain the dwelling unit and any other part of the premises that he occupies in such a condition as to prevent accumulation of moisture and the growth of mold, and to promptly notify the landlord of any moisture accumulation that occurs or of any visible evidence of mold discovered by the tenant;

11. Not paint or disturb painted surfaces or make alterations in the dwelling unit without the prior written approval of the landlord, provided *that* (i) the dwelling unit was constructed prior to 1978 and therefore requires the landlord to provide the tenant with lead-based paint disclosures and (ii) the landlord has provided the tenant with such disclosures and the rental agreement provides that the tenant is required to obtain the landlord's prior written approval before painting, disturbing painted surfaces, or making alterations in the dwelling unit;

12. Be responsible for his conduct and the conduct of other persons on the premises with his consent whether known by the tenant or not, to ensure that his neighbors' peaceful enjoyment of the premises will not be disturbed; and

13. Abide by all reasonable rules and regulations imposed by the landlord pursuant to § 55-248.17.

B. If the duty imposed by subdivision 1 of subsection A is greater than any duty imposed by any other subdivision of that subsection, the tenant's duty shall be determined by reference to subdivision 1.

§ 55-248.17. Rules and regulations.

A. A landlord, from time to time, may adopt rules or regulations, however described, concerning the tenants' use and occupancy of the *dwelling unit and* premises. Any such rule or regulation is enforceable against the tenant only if:

1. Its purpose is to promote the convenience, safety or welfare of the tenants in the premises, preserve the landlord's property from abusive use or make a fair distribution of services and facilities held out for the tenants generally;

2. It is reasonably related to the purpose for which it is adopted;

3. It applies to all tenants in the premises in a fair manner;

4. It is sufficiently explicit in its prohibition, direction or limitation of the tenant's conduct to fairly inform him of what he must or must not do to comply;

5. It is not for the purpose of evading the obligations of the landlord; and

6. The tenant has been provided with a copy of the rules and regulations or changes thereto at the time he enters into the rental agreement or when they are adopted.

B. A rule or regulation adopted, changed, or provided to the tenant after the tenant enters into the

rental agreement shall be enforceable against the tenant if reasonable notice of its adoption or change has been given to the tenant and it does not work a substantial modification of his bargain. If a rule or regulation is adopted or changed after the tenant enters into the rental agreement that does work a substantial modification of his bargain, it shall not be valid unless the tenant consents to it in writing.

C. Any court enforcing this chapter shall consider violations of the reasonable rules and regulations imposed under this section as a breach of the rental agreement and grant the landlord appropriate relief.

§ 55-248.18. Access; consent; correction of nonemergency conditions; relocation of tenant.

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. If, upon inspection of a dwelling unit during the term of a tenancy, the landlord determines there is a violation by the tenant of § 55-248.16 or the rental agreement materially affecting health and safety that can be remedied by repair, replacement of a damaged item or cleaning in accordance with § 55-248.32, the landlord may make such repairs and send the tenant an invoice for payment. If, upon inspection of the dwelling unit during the term of a tenancy, the landlord discovers a violation of the rental agreement, this chapter, or other applicable law, the landlord may send a written notice of termination pursuant to § 55-248.31. If the rental agreement so provides and if a tenant without reasonable justification declines to permit the landlord or managing agent to exhibit the dwelling unit for sale or lease, the landlord may recover damages, costs, and reasonable attorney fees against such tenant.

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 notice of his intent to enter and may enter only at reasonable times. Unless impractical to do so, the landlord shall give the tenant at least 24-hours' notice of routine maintenance to be performed that has not been requested by the tenant. If the tenant makes a request for maintenance, the landlord is not required to provide notice to the tenant. *During the pendency of an unlawful detainer filed by the landlord against the tenant, the landlord may request the court to enter an order holding the tenant in contempt for failure to provide the landlord with access to such dwelling unit.*

B. Upon the sole determination by the landlord of the existence of a nonemergency property condition in the dwelling unit that requires the tenant to temporarily vacate the dwelling unit in order for the landlord to properly remedy such property condition, the landlord may, upon at least 30 days' written notice to the tenant, require the tenant to temporarily vacate the dwelling unit for a period not to exceed 30 days to a comparable dwelling unit, *or hotel*, as selected by the landlord, and at no expense or cost to the tenant. *The landlord shall not be required to pay for any other expenses of the tenant beyond the temporary relocation period.* The landlord and tenant may agree for the tenant to temporarily vacate the dwelling unit in less than 30 days. For purposes of this subsection, "nonemergency property condition" means (i) a condition in the dwelling unit that, in the determination of the landlord, is necessary for the landlord to remedy in order for the landlord to be in compliance with § 55-248.13; (ii) the condition does not need to be remedied within a 24-hour period, with any condition that needs to be remedied within 24 hours being defined as an "emergency condition"; and (iii) the condition can only be effectively remedied by the temporary relocation of the tenant pursuant to the provisions of this subsection.

The tenant shall continue to be responsible for payment of rent under the rental agreement during the period of any temporary relocation. The landlord shall pay all costs of repairs or remediation required to address the property condition. Refusal of the tenant to cooperate with a temporary relocation pursuant to this subsection shall be deemed a breach of the rental agreement, unless the tenant agrees to vacate the unit and terminate the rental agreement within the 30-day notice period. If the landlord properly remedies the nonemergency property condition within the 30-day period, nothing herein shall be construed to entitle the tenant to terminate the rental agreement. Further, nothing herein shall be construed to limit the landlord from taking legal action against the tenant for any noncompliance that occurs during the period of any temporary relocation pursuant to this section. *During the pendency of an unlawful detainer filed by the landlord against the tenant, the landlord may request the court to enter an order holding the tenant in contempt for failure to provide the landlord with access to such dwelling unit.*

C. 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.

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

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

1904 2. A duplicate of all keys and instructions of how to operate all devices are given to the landlord.

1905 3. Upon termination of the tenancy, the tenant shall be responsible for payment to the landlord for
1906 reasonable costs incurred for the removal of all such devices and repairs to all damaged areas.

1907 E. Upon written request of the tenant *in a multifamily dwelling unit*, the landlord shall install a
1908 carbon monoxide alarm in the tenant's dwelling unit within 90 days of such request and may charge the
1909 tenant a reasonable fee to recover the costs of *the equipment and labor for* such installation. The
1910 landlord's installation of a carbon monoxide alarm shall be in compliance with the Uniform Statewide
1911 Building Code.

1912 **§ 55-248.18:2. Relocation of tenant where mold remediation needs to be performed in the**
1913 **dwelling unit.**

1914 Where a mold condition in the dwelling unit materially affects the health or safety of any tenant or
1915 authorized occupant, the landlord may require the tenant to temporarily vacate the dwelling unit in order
1916 for the landlord to perform mold remediation in accordance with professional standards as defined in
1917 § 55-248.4 for a period not to exceed 30 days. The landlord shall provide the tenant with either (i) a
1918 comparable dwelling unit, as selected by the landlord, at no expense or cost to the tenant, or (ii) a hotel
1919 room *as selected by the landlord*, at no expense or cost to the tenant. *The landlord shall not be required*
1920 *to pay for any other expenses of the tenant.* The tenant shall continue to be responsible for payment of
1921 rent under the rental agreement during the period of any temporary relocation and for the remainder of
1922 the term of the rental agreement following the remediation. Nothing in this section shall be construed as
1923 entitling the tenant to a termination of a tenancy where or when the landlord has remediated a mold
1924 condition in accordance with professional standards as defined in § 55-248.4. The landlord shall pay all
1925 costs of the relocation and the mold remediation, unless the mold is a result of the tenant's failure to
1926 comply with § 55-248.16.

1927 **§ 55-248.21:1. Early termination of rental agreement by military personnel.**

1928 A. Any member of the armed forces of the United States or a member of the National Guard serving
1929 on full-time duty or as a Civil Service technician with the National Guard may, through the procedure
1930 detailed in subsection B, terminate his rental agreement if the member (i) has received permanent
1931 change of station orders to depart 35 miles or more (radius) from the location of the dwelling unit;, (ii)
1932 has received temporary duty orders in excess of three months' duration to depart 35 miles or more
1933 (radius) from the location of the dwelling unit;, (iii) is discharged or released from active duty with the
1934 ~~armed forces~~ *Armed Forces* of the United States or from his full-time duty or technician status with the
1935 National Guard; or (iv) is ordered to report to government-supplied quarters resulting in the forfeiture of
1936 basic allowance for quarters.

1937 B. Tenants who qualify to terminate a rental agreement pursuant to subsection A shall do so by
1938 serving on the landlord a written notice of termination to be effective on a date stated therein, such date
1939 to be not less than 30 days after the first date on which the next rental payment is due and payable after
1940 the date on which the written notice is given. The termination date shall be no more than 60 days prior
1941 to the date of departure necessary to comply with the official orders or any supplemental instructions for
1942 interim training or duty prior to the transfer. Prior to the termination date, the tenant shall furnish the
1943 landlord with a copy of the official notification of the orders or a signed letter, confirming the orders,
1944 from the tenant's commanding officer.

1945 The landlord may not charge any liquidated damages.

1946 C. Nothing in this section shall affect the tenant's obligations established by § 55-248.16.

1947 ~~D. The exemption provided in subdivision 10 of subsection A of § 55-248.5 shall not apply to this~~
1948 ~~section.~~

1949 **§ 55-248.24. Fire or casualty damage.**

1950 If the dwelling unit or premises are damaged or destroyed by fire or casualty to an extent that the
1951 tenant's enjoyment of the dwelling unit is substantially impaired or required repairs can only be
1952 accomplished if the tenant vacates the dwelling unit, either the tenant or the landlord may terminate the
1953 rental agreement. The tenant may terminate the rental agreement by vacating the premises and within 14
1954 days thereafter, serve on the landlord a written notice of his intention to terminate the rental agreement,
1955 in which case the rental agreement terminates as of the date of vacating; or if continued occupancy is
1956 lawful, § 55-226 shall apply.

1957 The landlord may terminate the rental agreement by giving the tenant 14 days' notice of his intention
1958 to terminate the rental agreement based upon the landlord's determination that such damage requires the
1959 removal of the tenant and the use of the premises is substantially impaired, in which case the rental
1960 agreement terminates as of the expiration of the notice period.

1961 If the rental agreement is terminated, the landlord shall return all security deposits in accordance with
1962 § 55-248.15:1 and prepaid rent, plus accrued interest, recoverable by law unless the landlord reasonably
1963 believes that the tenant, tenant's guests, invitees or authorized occupants were the cause of the damage
1964 or casualty, in which case the landlord shall ~~account~~ *provide a written statement* to the tenant for the
1965 security and prepaid rent, plus accrued interest based upon the damage or casualty, and may recover

actual damages sustained pursuant to § 55-248.35. ~~Accounting~~ *Proration* for rent in the event of termination or apportionment shall be made as of the date of the casualty.

§ 55-248.27. Tenant's assertion; rent escrow.

A. The tenant may assert that there exists upon the leased premises, a condition or conditions which constitute a material noncompliance by the landlord with the rental agreement or with provisions of law, or which if not promptly corrected, will constitute a fire hazard or serious threat to the life, health or safety of occupants thereof, including but not limited to, a lack of heat or hot or cold running water, except if the tenant is responsible for payment of the utility charge and where the lack of such heat or hot or cold running water is the direct result of the tenant's failure to pay the utility charge; or of light, electricity or adequate sewage disposal facilities; or an infestation of rodents, ~~except if the property is a one-family dwelling~~; or of the existence of paint containing lead pigment on surfaces within the dwelling, provided that the landlord has notice of such paint. The tenant may file such an assertion in a general district court wherein the premises are located by a declaration setting forth such assertion and asking for one or more forms of relief as provided for in subsection D.

B. Prior to the granting of any relief, the tenant shall show to the satisfaction of the court that:

1. Prior to the commencement of the action the landlord was served a written notice by the tenant of the conditions described in subsection A, or was notified of such conditions by a violation or condemnation notice from an appropriate state or municipal agency, and that the landlord has refused, or having a reasonable opportunity to do so, has failed to remedy the same. For the purposes of this subsection, what period of time shall be deemed to be unreasonable delay is left to the discretion of the court except that there shall be a rebuttable presumption that a period in excess of ~~thirty~~ 30 days from receipt of the notification by the landlord is unreasonable; and

2. The tenant has paid into court the amount of rent called for under the rental agreement, within five days of the date due thereunder, unless or until such amount is modified by subsequent order of the court under this chapter.

C. It shall be sufficient answer or rejoinder to a declaration pursuant to subsection A if the landlord establishes to the satisfaction of the court that the conditions alleged by the tenant do not in fact exist, or such conditions have been removed or remedied, or such conditions have been caused by the tenant or members of his family or his or their invitees or licensees, or the tenant has unreasonably refused entry to the landlord to the premises for the purpose of correcting such conditions.

D. Any court shall make findings of fact on the issues before it and shall issue any order that may be required. Such an order may include, but is not limited to, any one or more of the following:

1. Terminating the rental agreement upon the request of the tenant or ordering the premises surrendered to the landlord if the landlord prevails on a request for possession pursuant to an unlawful detainer properly filed with the court;

2. Ordering all moneys already accumulated in escrow disbursed to the landlord or to the tenant in accordance with this chapter;

3. Ordering that the escrow be continued until the conditions causing the complaint are remedied;

4. Ordering that the amount of rent, whether paid into the escrow account or paid to the landlord, be abated as determined by the court in such an amount as may be equitable to represent the existence of the condition or conditions found by the court to exist. In all cases where the court deems that the tenant is entitled to relief under this chapter, the burden shall be upon the landlord to show cause why there should not be an abatement of rent;

5. Ordering any amount of moneys accumulated in escrow disbursed to the tenant where the landlord refuses to make repairs after a reasonable time or to the landlord or to a contractor chosen by the landlord in order to make repairs or to otherwise remedy the condition. In either case, the court shall in its order insure that moneys thus disbursed will be in fact used for the purpose of making repairs or effecting a remedy;

6. Referring any matter before the court to the proper state or municipal agency for investigation and report and granting a continuance of the action or complaint pending receipt of such investigation and report. When such a continuance is granted, the tenant shall deposit with the court rents within five days of date due under the rental agreement, subject to any abatement under this section, which become due during the period of the continuance, to be held by the court pending its further order;

7. In its discretion, ordering escrow funds disbursed to pay a mortgage on the property in order to stay a foreclosure; or

8. In its discretion, ordering escrow funds disbursed to pay a creditor to prevent or satisfy a bill to enforce a mechanic's or materialman's lien.

Notwithstanding any provision of this subsection, where an escrow account is established by the court and the condition or conditions are not fully remedied within six months of the establishment of such account, and the landlord has not made reasonable attempts to remedy the condition, the court shall award all moneys accumulated in escrow to the tenant. In such event, the escrow shall not be

terminated, but shall begin upon a new six-month period with the same result if, at the end thereof, the condition or conditions have not been remedied.

E. The initial hearing on the tenant's assertion filed pursuant to subsection A shall be held within fifteen calendar days from the date of service of process on the landlord as authorized by § 55-248.12, except that the court shall order an earlier hearing where emergency conditions are alleged to exist upon the premises, such as failure of heat in winter, lack of adequate sewage facilities or any other condition which constitutes an immediate threat to the health or safety of the inhabitants of the leased premises. The court, on motion of either party or on its own motion, may hold hearings subsequent to the initial proceeding in order to further determine the rights and obligations of the parties. Distribution of escrow moneys may only occur by order of the court after a hearing of which both parties are given notice as required by law or upon motion of both the landlord and tenant or upon certification by the appropriate inspector that the work required by the court to be done has been satisfactorily completed. If the tenant proceeds under this subsection, he may not proceed under any other section of this article as to that breach.

§ 55-248.31. Noncompliance with rental agreement; monetary penalty.

A. Except as provided in this chapter, if there is a material noncompliance by the tenant with the rental agreement or a violation of § 55-248.16 materially affecting health and safety, the landlord may serve a written notice on the tenant specifying the acts and omissions constituting the breach and stating that the rental agreement will terminate upon a date not less than 30 days after receipt of the notice if the breach is not remedied in 21 days, and that the rental agreement shall terminate as provided in the notice.

B. If the breach is remediable by repairs or the payment of damages or otherwise and the tenant adequately remedies the breach prior to the date specified in the notice, the rental agreement shall not terminate.

C. If the tenant commits a breach which is not remediable, the landlord may serve a written notice on the tenant specifying the acts and omissions constituting the breach and stating that the rental agreement will terminate upon a date not less than 30 days after receipt of the notice. Notwithstanding anything to the contrary contained elsewhere in this chapter, when a breach of the tenant's obligations under this chapter or the rental agreement involves or constitutes a criminal or a willful act, which is not remediable and which poses a threat to health or safety, the landlord may terminate the rental agreement immediately and proceed to obtain possession of the premises. For purposes of this subsection, any illegal drug activity involving a controlled substance, as used or defined by the Drug Control Act (§ 54.1-3400 et seq.), *or any activity that involves or constitutes a criminal or willful act*, by the tenant, the tenant's authorized occupants, or the tenant's guests or invitees, shall constitute an immediate nonremediable violation for which the landlord may proceed to terminate the tenancy without the necessity of waiting for a conviction of any criminal offense that may arise out of the same actions. In order to obtain an order of possession from a court of competent jurisdiction terminating the tenancy for illegal drug activity or for any other ~~action~~ activity that involves or constitutes a criminal or willful act, the landlord shall prove any such violations by a preponderance of the evidence. However, where the illegal drug activity *or any activity that involves or constitutes a criminal or willful act* is engaged in by a tenant's authorized occupants, or guests or invitees, the tenant shall be presumed to have knowledge of such ~~illegal drug activity~~ activities unless the presumption is rebutted by a preponderance of the evidence. The initial hearing on the landlord's action for immediate possession of the premises shall be held within 15 calendar days from the date of service on the tenant; however, the court shall order an earlier hearing when emergency conditions are alleged to exist upon the premises which constitute an immediate threat to the health or safety of the other tenants. After the initial hearing, if the matter is scheduled for a subsequent hearing or for a contested trial, the court, to the extent practicable, shall order that the matter be given priority on the court's docket. Such subsequent hearing or contested trial shall be heard no later than 30 *calendar* days from the date of service on the tenant. During the interim period between the date of the initial hearing and the date of any subsequent hearing or contested trial, the court may afford any further remedy or relief as is necessary to protect the interests of parties to the proceeding or the interests of any other tenant residing on the premises. Failure by the court to hold either of the hearings within the time limits set out herein shall not be a basis for dismissal of the case.

D. If the tenant is a victim of family abuse as defined in § 16.1-228 that occurred in the dwelling unit or on the premises and the perpetrator is barred from the dwelling unit pursuant to § 55-248.31:01 based upon information provided by the tenant to the landlord, or by a protective order from a court of competent jurisdiction pursuant to § 16.1-253.1, 16.1-279.1, or subsection B of § 20-103, the lease shall not terminate due solely to an act of family abuse against the tenant. However, these provisions shall not be applicable if (i) the tenant fails to provide written documentation corroborating the tenant's status as a victim of family abuse and the exclusion from the dwelling unit of the perpetrator no later than 21 days from the alleged offense or (ii) the perpetrator returns to the dwelling unit or the premises, in violation of a bar notice, and the tenant fails promptly to notify the landlord within 24 hours thereafter that the

perpetrator has returned to the dwelling unit or the premises, unless the tenant proves by a preponderance of the evidence that the tenant had no actual knowledge that the perpetrator violated the bar notice, or it was not possible for the tenant to notify the landlord within 24 hours, in which case the tenant shall promptly notify the landlord, but in no event more than 7 days thereafter. If the provisions of this subsection are not applicable, the tenant shall remain responsible for the acts of the other co-tenants, authorized occupants or guests or invitees pursuant to § 55-248.16, and is subject to termination of the tenancy pursuant to the lease and this chapter.

E. If the tenant has been served with a prior written notice which required the tenant to remedy a breach, and the tenant remedied such breach, where the tenant intentionally commits a subsequent breach of a like nature as the prior breach, the landlord may serve a written notice on the tenant specifying the acts and omissions constituting the subsequent breach, make reference to the prior breach of a like nature, and state that the rental agreement will terminate upon a date not less than 30 days after receipt of the notice.

F. If rent is unpaid when due, and the tenant fails to pay rent within five days after written notice is served on him notifying the tenant of his nonpayment, and of the landlord's intention to terminate the rental agreement if the rent is not paid within the five-day period, the landlord may terminate the rental agreement and proceed to obtain possession of the premises as provided in § 55-248.35. If a check for rent is delivered to the landlord drawn on an account with insufficient funds, or if an electronic funds transfer has been rejected because of insufficient funds or a stop-payment order has been placed in bad faith by the authorizing party, and the tenant fails to pay rent within five days after written notice is served on him notifying the tenant of his nonpayment and of the landlord's intention to terminate the rental agreement if the rent is not paid by cash, cashier's check, certified check, or a completed electronic funds transfer within the five-day period, the landlord may terminate the rental agreement and proceed to obtain possession of the premises as provided in § 55-248.35. Nothing shall be construed to prevent a landlord from seeking an award of costs or attorney fees under § 8.01-27.1 or civil recovery under § 8.01-27.2, as a part of other damages requested on the unlawful detainer filed pursuant to § 8.01-126, provided the landlord has given notice in accordance with § 55-248.6, which notice may be included in the five-day termination notice provided in accordance with this section.

G. Except as provided in this chapter, the landlord may recover damages and obtain injunctive relief for any noncompliance by the tenant with the rental agreement or § 55-248.16. In the event of a breach of the rental agreement or noncompliance by the tenant, the landlord shall be entitled to recover from the tenant the following, regardless of whether or not a lawsuit is filed or an order obtained from a court: (i) rent due and owing as contracted for in the rental agreement, (ii) other charges and fees as contracted for in the rental agreement, (iii) late charges contracted for in the rental agreement, (iv) reasonable attorney fees as contracted for in the rental agreement or as provided by law, (v) costs of the proceeding as contracted for in the rental agreement or as provided by law only if court action has been filed, and (vi) damages to the dwelling unit or premises as contracted for in the rental agreement.

H. In a case where a lawsuit is pending before the court upon a breach of the rental agreement or noncompliance by the tenant and the landlord prevails, the court shall award a money judgment to the landlord and against the tenant for the relief requested, which may include the following: (i) rent due and owing as of the court date as contracted for in the rental agreement; (ii) other charges and fees as contracted for in the rental agreement; (iii) late charges contracted for in the rental agreement; (iv) reasonable attorney fees as contracted for in the rental agreement or as provided by law, unless in any such action the tenant proves by a preponderance of the evidence that the tenant's failure to pay rent or vacate was reasonable; (v) costs of the proceeding as contracted for in the rental agreement or as provided by law; and (vi) damages to the dwelling unit or premises.

§ 55-248.38:1. Disposal of property abandoned by tenants.

If any items of personal property are left in the dwelling unit, the premises, or in any storage area provided by the landlord, after the rental agreement has terminated and delivery of possession has occurred, the landlord may consider such property to be abandoned. The landlord may dispose of the property so abandoned as the landlord sees fit or appropriate, provided he has: (i) given a termination notice to the tenant in accordance with this chapter, which includes a statement that any items of personal property left in the dwelling unit or the premises would be disposed of within the 24-hour period after termination, (ii) given written notice to the tenant in accordance with § 55-248.33, which includes a statement that any items of personal property left in the dwelling unit or the premises would be disposed of within the 24-hour period after expiration of the seven-day notice period, or (iii) given a separate written notice to the tenant, which includes a statement that any items of personal property left in the dwelling unit or the premises would be disposed of within 24 hours after expiration of a 10-day period from the date such notice was given to the tenant. Any written notice to the tenant shall be given in accordance with § 55-248.6. The tenant shall have the right to remove his personal property from the dwelling unit or the premises at reasonable times during the 24-hour period after termination or at such

2150 other reasonable times until the landlord has disposed of the remaining personal property of the tenant.

2151 During the 24-hour period and until the landlord disposes of the remaining personal property of the
2152 tenant, the landlord shall not have any liability for the risk of loss for such personal property. If the
2153 landlord fails to allow reasonable access to the tenant to remove his personal property as provided in
2154 this section, the tenant shall have a right to injunctive or other relief as provided by law. If the landlord
2155 received any funds from any sale of abandoned property as provided in this section, the landlord shall
2156 pay such funds to the account of the tenant and apply same to any amounts due the landlord by the
2157 tenant, including the reasonable costs incurred by the landlord in selling, storing or safekeeping such
2158 property. If any such funds are remaining after application, the remaining funds shall be treated as a
2159 security deposit under the provisions of § 55-248.15:1. The provisions of this section shall not be
2160 applicable if the landlord has been granted a writ of possession for the premises in accordance with Title
2161 8.01 and execution of such writ has been completed pursuant to § 8.01-470.

2162 *Nothing herein shall affect the right of a landlord to enforce an inchoate or perfected lien of the*
2163 *landlord on the personal property of a tenant in a dwelling unit or on the premises leased to such*
2164 *tenant and the right of a landlord to distress, levy, and seize such personal property as otherwise*
2165 *provided by law.*

2166 **§ 55-248.38:3. Disposal of property of deceased tenants.**

2167 A. If a tenant, who is the sole ~~occupant~~ *of tenant under a written rental agreement still residing in*
2168 the dwelling unit, dies, and there is no person authorized by order of the circuit court *within 30 days of*
2169 *the tenant's death* to handle probate matters for the deceased tenant, the landlord may dispose of the
2170 personal property left in the dwelling unit or upon the premises. However, the landlord shall give at
2171 least 10 days' written notice to (i) the person identified in the rental application, lease agreement, or
2172 other landlord document as the authorized person to contact in the event of the death or emergency of
2173 the tenant or (ii) the tenant in accordance with § 55-248.6 if no such person is identified in the rental
2174 application, lease agreement, or other landlord document as the authorized contact person. The notice
2175 given under clause (i) or (ii) shall include a statement that any items of personal property left in the
2176 premises would be treated as abandoned property and disposed of in accordance with the provisions of
2177 § 55-248.38:1, if not claimed within 10 days. *Authorized occupants, or guests or invitees, are not*
2178 *allowed to occupy the dwelling unit after the death of the sole remaining tenant and shall vacate the*
2179 *dwelling unit prior to the end of the 10 day period.*

2180 B. The landlord may request that such authorized contact person provide reasonable proof of
2181 identification. Thereafter, the authorized contact person identified in the rental application, lease
2182 agreement, or other landlord document may (i) have access to the dwelling unit or the premises and to
2183 the tenant records maintained by the landlord and (ii) rightfully claim the personal property of the
2184 deceased tenant and otherwise handle the affairs of the deceased tenant with the landlord.

2185 C. The rental agreement is deemed to be terminated by the landlord as of the date of death of the
2186 tenant, who is the sole ~~occupant~~ *of tenant under a written rental agreement still residing in* the dwelling
2187 unit, and the landlord shall not be required to seek an order of possession from a court of competent
2188 jurisdiction. The estate of the tenant shall remain liable for actual damages under § 55-248.35, and the
2189 landlord shall mitigate damages as provided thereunder.

2190 **2. That § 55-248.5 of the Code of Virginia is repealed.**