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HOUSE BILL NO. 2033

AMENDMENT IN THE NATURE OF A SUBSTITUTE

(Proposed by the House Committee on General Laws)

(Patron Prior to Engrossment—Delegate Miller)

House Amendments in [] — February 6, 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, 55-248.4, 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.*

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, 55-248.4, 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 except in the case of a tenancy from month to month, which may be terminated by the landlord by giving the tenant 30 days' written notice prior to the next rent due date of the landlord's intention to terminate the tenancy.

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

62 **§ 55-223. Effect of failure of tenant in nonresidential premises to vacate premises at expiration**
63 **of term.**

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

69 **§ 55-224. When tenant deserts nonresidential premises, how landlord may enter, etc.**

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

78 **§ 55-225.01. Sections applicable only to certain residential tenancies.**

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

82 B. *Exempt residential dwelling units.*

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

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

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

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

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

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

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

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

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

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

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

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

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

121 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.

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

"Mold remediation in accordance with professional standards" means mold remediation of that

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

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

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

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

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

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

205 1. All or part of the legal title to the property; or

206 2. All or part of the beneficial ownership and a right to present use and enjoyment of the premises.

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

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

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

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

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

221 "Rental agreement" or "lease agreement" means all agreements, written or oral, and valid rules and
222 regulations adopted under § 55-225.33 embodying the terms and conditions concerning the use and
223 occupancy of a dwelling unit and premises.

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

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

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

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

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

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

244 "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 given by such tenant deposit 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 & 9 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 provide a tenant with a copy of a summary of information related to mold remediation occurring during that tenancy and, upon request of the tenant, make available the full package of such information and reports not protected by attorney-client privilege. Once the mold has been remediated in accordance with professional standards, the landlord shall not be required to make disclosures of a past incidence of mold to subsequent tenants;

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.);

8. 9. 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. 10. 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. 11. 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. 12. 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 that arise after 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~~ *55-225.02*. 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 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.

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

A. The tenant may assert that there exists upon the dwelling unit, 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 a lack of light, electricity or adequate sewage disposal facilities; or an infestation of rodents; or 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 dwelling unit is 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 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 dwelling unit 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 dwelling unit 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 rent payments within five days of the 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 the court's discretion, ordering escrow funds disbursed to pay a mortgage on the property upon which the dwelling unit is located in order to stay a foreclosure; or

8. In the court's 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 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 § 55-225.4, 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 no forwarding address is provided 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 may remit such sum to the State Treasurer as unclaimed property on a form prescribed by the administrator that includes the name, social security number, if known, and the last known address of each tenant on the rental agreement. 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

552 this section within the 45-day time period. However, provided the landlord has given prior written
553 notice in accordance with this section, the landlord may withhold a reasonable portion of the security
554 deposit to cover an amount of the balance due on the water, sewer, or other utility account that is an
555 obligation of the tenant to a third-party provider under the rental agreement for the dwelling unit, and
556 upon payment of such obligations the landlord shall provide written confirmation to the tenant within 10
557 days thereafter, along with payment to the tenant of any balance otherwise due to the tenant. In order
558 to withhold such funds as part of the disposition of the security deposit, the landlord shall have so
559 advised the tenant of his rights and obligations under this section in (a) a termination notice to the
560 tenant in accordance with this chapter, (b) a vacating notice to the tenant in accordance with this
561 section, or (c) a separate written notice to the tenant at least 15 days prior to the disposition of the
562 security deposit. Any written notice to the tenant shall be given in accordance with the rental agreement
563 or § 55-225.20.

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

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

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

595 B. The landlord shall:

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

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

601 C. Upon request by the landlord to a tenant to vacate, or within five days after receipt of notice by
602 the landlord of the tenant's intent to vacate, the landlord shall provide written notice to the tenant of the
603 tenant's right to be present at the landlord's inspection of the dwelling unit for the purpose of
604 determining the amount of security deposit to be returned. If the tenant desires to be present when the
605 landlord makes the inspection, he shall so advise the landlord in writing who, in turn, shall notify the
606 tenant of the time and date of the inspection, which must be made within 72 hours of delivery of
607 possession. Following the move-out inspection, the landlord shall provide the tenant with a written
608 security deposit disposition statement including an itemized list of damages. If additional damages are
609 discovered by the landlord after the security deposit disposition has been made, nothing herein shall be
610 construed to preclude the landlord from recovery of such damages against the tenant, provided,
611 however, that the tenant may present into evidence a copy of the move-out report to support the tenant's
612 position that such additional damages did not exist at the time of the move-out inspection.

613 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~~ of] 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,

675 an application fee shall not exceed \$32, exclusive of any actual out-of-pocket expenses paid to a third
676 party by the landlord performing background, credit, or other pre-occupancy checks on the applicant.

677 **§ 55-225.22. Terms and conditions of rental agreement; copy for tenant; rental payments.**

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

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

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

691 D. Unless the rental agreement fixes a definite term, the tenancy shall be week to week in case of a
692 roomer who pays weekly rent, and in all other cases month to month. Terminations of tenancies shall be
693 governed by § 55-225.38 unless the rental agreement provides for a different notice period.

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

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

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

705 **§ 55-225.23. Prepaid rent; maintenance of escrow account.**

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

712 **§ 55-225.24. Landlord may obtain certain insurance for tenant.**

713 A. Damage Insurance. A landlord may require as a condition of tenancy that a tenant have
714 commercial insurance coverage as specified in the rental agreement to secure the performance by the
715 tenant of the terms and conditions of the rental agreement and pay for the cost of premiums for such
716 insurance coverage obtained by the landlord, generally known as "damage insurance." As provided in
717 § 55-225.02, such payments shall not be deemed a security deposit, but shall be rent. However, the
718 landlord shall not require a tenant to pay both security deposits and the cost of damage insurance
719 premiums, if the total amount of any security deposits and damage insurance premiums exceeds the
720 amount of two months' periodic rent. The landlord shall notify a tenant in writing that the tenant has
721 the right to obtain a separate policy from the landlord's policy for damage insurance. If a tenant elects
722 to obtain a separate policy, the tenant shall submit to the landlord written proof of such coverage and
723 shall maintain such coverage at all times during the term of the rental agreement. Where a landlord
724 obtains damage insurance coverage on behalf of a tenant, the insurance policy shall provide coverage
725 for the tenant as an insured. The landlord shall recover from the tenant the actual costs of such
726 insurance coverage and may recover administrative or other fees associated with administration of a
727 damage insurance policy, including a tenant opting out of the insurance coverage provided by the
728 landlord pursuant to this subsection. If a landlord obtains damage insurance for his tenants, the
729 landlord shall provide to each tenant, prior to execution of the rental agreement, a summary of the
730 insurance policy or certificate evidencing the coverage being provided and upon request of the tenant
731 make available a copy of the insurance policy.

732 B. Renter's Insurance. A landlord may require as a condition of tenancy that a tenant have renter's
733 insurance as specified in the rental agreement that is a combination multi-peril policy containing fire,
734 miscellaneous property, and personal liability coverage insuring personal property located in residential
735 units not occupied by the owner. A landlord may require a tenant to pay for the cost of premiums for
736 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 issued pursuant to § 8.01-126 and of written notices from the landlord relating to the tenancy. Where such a third party has been designated by the tenant, the landlord shall mail the duplicate copy of any summons issued pursuant to § 8.01-126 or notice to the designated third party at the same time the summons or notice is mailed to or served upon the tenant. Nothing in this subsection shall be construed

798 to grant standing to any third party designated by the tenant to challenge actions of the landlord in
799 which notice was mailed pursuant to this subsection. The failure of the landlord to give notice to a third
800 party designated by the tenant shall not affect the validity of any judgment entered against the tenant.

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

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

812 **§ 55-225.27. Landlord and tenant remedies for abuse of access.**

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

820 **§ 55-225.28. Actions to enforce remedies pertaining to residential tenancies.**

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

827 **§ 55-225.29. Disclosure.**

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

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

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

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

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

847 **§ 55-225.30. Notice to tenants for insecticide or pesticide use.**

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

857 B. In addition, the landlord shall post notice of all insecticide or pesticide applications in any
858 common areas of the premises other than the dwelling units. Such notice shall consist of conspicuous
859 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 § 55-225.4 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 requiring the tenant 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

921 to exceed 30 days to a comparable dwelling unit, or hotel, as selected by the landlord and at no
922 expense or cost to the tenant. The landlord shall not be required to pay for any other expense of the
923 tenant. The landlord and tenant may agree for the tenant to temporarily vacate the dwelling unit in less
924 than 30 days. For purposes of this subsection, "nonemergency property condition" means (i) a condition
925 in the dwelling unit that, in the determination of the landlord, is necessary for the landlord to remedy in
926 order for the landlord to be in compliance with § 55-225.3; (ii) the condition does not need to be
927 remedied within a 24-hour period, with any condition that needs to be remedied within 24 hours being
928 defined as an "emergency condition"; and (iii) the condition can be effectively remedied only by the
929 temporary relocation of the tenant pursuant to the provisions of this subsection.

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

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

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

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

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

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

949 **§ 55-225.35. Fire or casualty damage.**

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

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

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

968 **§ 55-225.36. Use and occupancy by tenant.**

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

970 **§ 55-225.37. Tenant to surrender possession of dwelling unit.**

971 At the termination of the term of tenancy, whether by expiration of the rental agreement or by reason
972 of default by the tenant, the tenant shall promptly vacate the premises, removing all items of personal
973 property and leaving the premises in good and clean order, reasonable wear and tear excepted. If the
974 tenant fails to vacate, the landlord may bring an action for possession and damages, including
975 reasonable attorney fees.

976 **§ 55-225.38. Periodic tenancy; holdover remedies.**

977 A. The landlord or the tenant may terminate a week-to-week tenancy by serving a written notice on
978 the other at least seven days prior to the next rent due date. The landlord or the tenant may terminate a
979 month-to-month tenancy by serving a written notice on the other at least 30 days prior to the next rent
980 due date, unless the rental agreement provides for a different notice period. The landlord and the tenant
981 may agree in writing to an early termination of a rental agreement. In the event that no such agreement
982 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.

1044 **§ 55-225.41. Authority of sheriff to store and sell personal property removed from residential**
1045 **premises; recovery of possession by owner; disposition or sale.**

1046 Notwithstanding the provisions of § 8.01-156, when personal property is removed from a dwelling
1047 unit, the premises, or from any storage area provided by the landlord pursuant to an action of unlawful
1048 detainer or ejectment, or pursuant to any other action in which personal property is removed from the
1049 dwelling unit in order to restore the dwelling unit to the person entitled thereto, the sheriff shall oversee
1050 the removal of such personal property to be placed into the public way. The tenant shall have the right
1051 to remove his personal property from the public way during the 24-hour period after eviction. Upon the
1052 expiration of the 24-hour period after eviction, the landlord shall remove, or dispose of, any such
1053 personal property remaining in the public way.

1054 At the landlord's request, any personal property removed pursuant to this section shall be placed
1055 into a storage area designated by the landlord, which may be the dwelling unit. The tenant shall have
1056 the right to remove his personal property from the landlord's designated storage area at reasonable
1057 times during the 24 hours after eviction from the landlord's or at such other reasonable times until the
1058 landlord has disposed of the property as provided herein. During that 24-hour period and until the
1059 landlord disposes of the remaining personal property of the tenant, the landlord and the sheriff shall not
1060 have any liability for the risk of loss for such personal property. If the landlord fails to allow
1061 reasonable access to the tenant to remove his personal property as provided herein, the tenant shall
1062 have a right to injunctive or other relief as otherwise provided by law.

1063 Any property remaining in the landlord's storage area upon the expiration of the 24-hour period
1064 after eviction may be disposed of by the landlord as the landlord sees fit or appropriate. If the landlord
1065 receives any funds from any sale of such remaining property, the landlord shall pay such funds to the
1066 account of the tenant and apply same to any amounts due the landlord by the tenant, including the
1067 reasonable costs incurred by the landlord in the eviction process described in this section or the
1068 reasonable costs incurred by the landlord in selling or storing such property. If any funds are remaining
1069 after application, the remaining funds shall be treated as security deposit under applicable law.

1070 The notice posted by the sheriff setting the date and time of the eviction, pursuant to § 8.01-470,
1071 shall provide notice to the tenant of the rights afforded to tenants in this section and shall include in the
1072 said notice a copy of this statute attached to, or made a part of, this notice.

1073 Nothing herein shall affect the right of a landlord to enforce an inchoate or perfected lien of the
1074 landlord on the personal property of a tenant: in a dwelling unit or on such premises leased to such
1075 tenant; and the right of a landlord to distress, levy, and seize such personal property as otherwise
1076 provided by law.

1077 **§ 55-225.42. Disposal of property of deceased tenants.**

1078 A. If a tenant who is the sole tenant under a written rental agreement still residing in the dwelling
1079 unit dies, and there is no person authorized by order of the circuit court to handle probate matters for
1080 the deceased tenant, the landlord may dispose of the personal property left in the dwelling unit or upon
1081 the premises. However, the landlord shall give at least 10 days' written notice to (i) the person
1082 identified in the rental application, lease agreement, or other landlord document as the authorized
1083 person to contact in the event of the death or emergency of the tenant or (ii) the tenant in accordance
1084 with § 55-225.20 if no such person is identified in the rental application, lease agreement, or other
1085 landlord document as the authorized contact person. The notice given under clause (i) or (ii) shall
1086 include a statement that any items of personal property left in the premises would be treated as
1087 abandoned property and disposed of in accordance with the provisions of § 55-225.40, if not claimed
1088 within 10 days after written notice. Authorized occupants, or guests or invitees, are not allowed to
1089 occupy the dwelling unit after the death of the sole remaining tenant and shall vacate the dwelling unit
1090 prior to the end of such 10-day period.

1091 B. The landlord may request that such authorized contact person provide reasonable proof of
1092 identification. Thereafter, the authorized contact person identified in the rental application, lease
1093 agreement, or other landlord document may (i) have access to the dwelling unit or the premises and to
1094 the tenant records maintained by the landlord and (ii) rightfully claim the personal property of the
1095 deceased tenant and otherwise handle the affairs of the deceased tenant with the landlord.

1096 C. The rental agreement is deemed to be terminated by the landlord as of the date of death of the
1097 tenant who is the sole tenant under a written rental agreement still residing in the dwelling unit, and
1098 the landlord shall not be required to seek an order of possession from a court of competent jurisdiction.
1099 The estate of the tenant shall remain liable for actual damages under § 55-225.48, and the landlord
1100 shall mitigate damages as provided thereunder.

1101 **§ 55-225.43. Noncompliance with rental agreement; monetary penalty.**

1102 A. Except as provided in this chapter, if there is a material noncompliance by the tenant with the
1103 rental agreement or a violation of § 55-225.4 materially affecting health and safety, the landlord may
1104 serve a written notice on the tenant specifying the acts and omissions constituting the breach and stating
1105 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 that also poses a threat to health or safety, 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 that also poses a threat to health or safety, 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 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 § 55-225.48. 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 § 55-225.48. 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 § 55-225.20, 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 § 55-225.4. 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.

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

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

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

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

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

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

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

If there is a violation by the tenant of § 55-225.4 or the rental agreement materially affecting health and safety that can be remedied by repair, replacement of a damaged item, or cleaning, the landlord shall send a written notice to the tenant specifying the breach and stating that the landlord will enter the dwelling unit and 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.

In case of emergency the landlord may, as promptly as conditions require, enter the dwelling unit, 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 § 55-225.20 or process by a sheriff or private process server, which cost shall not exceed the amount authorized by § 55-225.41, which claims may be enforced, without limitation, by the institution of an action for unlawful entry or detainer. Actual damages for breach of the rental agreement may include a claim for such rent as would have accrued until the expiration of the term thereof or until a tenancy pursuant to a new rental agreement commences, whichever first occurs, provided that nothing herein contained shall diminish the duty of the landlord to mitigate actual damages for breach of the rental agreement. In obtaining post-possession judgments for actual damages as defined herein, the landlord shall not seek a judgment for accelerated rent through the end of the term of the tenancy.

In any unlawful detainer action brought by the landlord, this section shall not be construed to

1290 *prevent the landlord from being granted by the court a simultaneous judgment for money due and for*
1291 *possession of the premises without a credit for any security deposit. Upon the tenant's vacating the*
1292 *premises either voluntarily or by a writ of possession, security deposits shall be credited to the tenant's*
1293 *account by the landlord in accordance with the requirements of § 55-225.19.*

1294 **§ 55-226. Nonresidential buildings destroyed or lessee deprived of possession; covenant to pay**
1295 **rent or repair; reduction of rent.**

1296 No covenant or promise by a lessee of *nonresidential property* to pay the rent, or that he will keep
1297 or leave the premises in good repair, shall have the effect, if the buildings thereon be destroyed by fire
1298 or otherwise, in whole or in part, without fault or negligence on his part, or if he be deprived of the
1299 possession of the premises by the public enemy, of binding him to make such payment or repair or erect
1300 such buildings again, unless there be other words showing it to be the intent of the parties that he
1301 should be so bound. But in case of such destruction there shall be a reasonable reduction of the rent for
1302 such time as may elapse until there be again upon the premises buildings of as much value to the tenant
1303 for his purposes as what may have been so destroyed; and, in case of such deprivation of possession, a
1304 like reduction until possession of the premises be restored to him.

1305 **§ 55-226.2. Energy submetering, energy allocation equipment, sewer and water submetering**
1306 **equipment, ratio utility billings systems; local government fees.**

1307 A. Energy submetering equipment, energy allocation equipment, water and sewer submetering
1308 equipment, or a ratio utility billing system may be used in a commercial or residential building,
1309 manufactured home park, or campground if clearly stated in the rental agreement or lease for the leased
1310 premises or dwelling unit. All energy submetering equipment and energy allocation equipment shall
1311 meet the requirements and standards established and enforced by the State Corporation Commission
1312 pursuant to § 56-245.3.

1313 B. If energy submetering equipment, water and sewer submetering equipment, or energy allocation
1314 equipment is used in any building, manufactured home park, or campground, the owner, manager, or
1315 operator of the building, manufactured home park, or campground shall bill the tenant for electricity, *oil*,
1316 natural gas or water and sewer for the same billing period as the utility serving the building or
1317 campground, unless the rental agreement or lease expressly provides otherwise. The owner, manager, or
1318 operator of the building, manufactured home park, or campground may charge and collect from the
1319 tenant additional service charges, including, but not limited to, monthly billing fees, account set-up fees
1320 or account move-out fees, to cover the actual costs of administrative expenses and billing charged to the
1321 building, manufactured home park, or campground owner, manager, or operator by a third-party provider
1322 of such services, provided that such charges are agreed to by the building or campground owner and the
1323 tenant in the rental agreement or lease. The building or campground owner may require the tenant to
1324 pay a late charge of up to \$5 if the tenant fails to make payment when due, which shall not be less than
1325 15 days following the date of mailing or delivery of the bill sent pursuant to this section.

1326 C. If a ratio utility billing system is used in any building, manufactured home park, or campground,
1327 in lieu of increasing the rent, the owner, manager, or operator of the building, manufactured home park,
1328 or campground may employ such a program that utilizes a mathematical formula for allocating, among
1329 the tenants in a building, manufactured home park, or campground, the actual or anticipated water,
1330 sewer, electrical, *oil*, or natural gas billings billed to the building or campground owner from a
1331 third-party provider of the utility service. The owner, manager, or operator of the building, manufactured
1332 home park, or campground may charge and collect from the tenant additional service charges, including
1333 but not limited to monthly billing fees, account set-up fees, or account move-out fees, to cover the
1334 actual costs of administrative expenses and billings charged to the building, manufactured home park, or
1335 campground owner, manager, or operator by a third-party provider of such services, provided that such
1336 charges are agreed to by the building, manufactured home park, or campground owner and the tenant in
1337 the rental agreement or lease. The building, manufactured home park, or campground owner may require
1338 the tenant to pay a late charge of up to \$5 if the tenant fails to make payment when due, which shall
1339 not be less than 15 days following the date of mailing or delivery of the bill sent pursuant to this
1340 section. The late charge shall be deemed rent (i) as defined in § 55-248.4 if a ratio utility billing system
1341 is used in a residential multifamily dwelling unit subject to the Virginia Residential Landlord and Tenant
1342 Act (§ 55-248.2 et seq.) or (ii) as defined in § 55-248.41 if a ratio utility billing system is used in
1343 manufactured home park subject to the Manufactured Home Lot Rental Act (55-248.41 et seq.).

1344 D. Energy allocation equipment shall be tested periodically by the owner, operator or manager of the
1345 building, manufactured home park, or campground. Upon the request by a tenant, the owner shall test
1346 the energy allocation equipment without charge. The test conducted without charge to the tenant shall
1347 not be conducted more frequently than once in a 24-month period for the same tenant. The tenant or his
1348 designated representative may be present during the testing of the energy allocation equipment. A
1349 written report of the results of the test shall be made to the tenant within 10 working days after the
1350 completion of the test.

1351 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

1413 nonresidential premises; recovery of possession by owner; disposition or sale.

1414 Notwithstanding the provisions of § 8.01-156, when personal property is removed from any leased or
 1415 rented commercial or ~~residential~~ *nonresidential* premises pursuant to an action of unlawful detainer or
 1416 ejectment, or pursuant to any other action in which personal property is removed from the premises in
 1417 order to restore such premises to the person entitled thereto, the sheriff shall oversee the removal of
 1418 such personal property to be placed into the public way. The tenant shall have the right to remove his
 1419 personal property from the public way during the 24-hour period after eviction. Upon the expiration of
 1420 the 24-hour period after eviction, the landlord shall remove, or dispose of, any such personal property
 1421 remaining in the public way.

1422 At the landlord's request, any personal property removed pursuant to this section shall be placed into
 1423 a storage area designated by the landlord, which may be the leased or rented premises. The tenant shall
 1424 have the right to remove his personal property from the landlord's designated storage area at reasonable
 1425 times during the 24 hours after eviction from the premises or at such other reasonable times until the
 1426 landlord has disposed of the property as provided herein. During that 24-hour period and until the
 1427 landlord disposes of the remaining personal property of the tenant, the landlord and the sheriff shall not
 1428 have any liability for the loss of such personal property. If the landlord fails to allow reasonable access
 1429 to the tenant to remove his personal property as provided herein, the tenant shall have a right to
 1430 injunctive relief and such other relief as may be provided by law.

1431 Any property remaining in the landlord's storage area upon the expiration of the 24-hour period after
 1432 eviction may be disposed of by the landlord as the landlord sees fit or appropriate. If the landlord
 1433 receives any funds from any sale of such remaining property, the landlord shall pay such funds to the
 1434 account of the tenant and apply same to any amounts due the landlord by the tenant, including the
 1435 reasonable costs incurred by the landlord in the eviction process described in this section or the
 1436 reasonable costs incurred by the landlord in selling or storing such property. If any funds are remaining
 1437 after application, the remaining funds shall be treated as security deposit under applicable law.

1438 The notice posted by the sheriff setting the date and time of the eviction, pursuant to § 8.01-470,
 1439 shall provide notice to the tenant of the rights afforded to tenants in this section and shall include in the
 1440 notice a copy of this statute attached to, or made a part of, this notice.

1441 Nothing herein shall affect the right of a landlord to enforce an inchoate or perfected lien of the
 1442 landlord on the personal property of a tenant of ~~any leased or rented commercial or residential premises;~~
 1443 *in a nonresidential premises leased to such tenant or the right of a landlord to distress, levy, and seize*
 1444 *such personal property as otherwise provided by law.*

1445 § 55-248.3:1. Applicability of chapter.

1446 This chapter shall apply to all rental agreements entered into on or after July 1, 1974, which are not
 1447 exempted pursuant to ~~§ 55-248.5, and all provisions thereof~~. A. *This chapter shall apply to all*
 1448 *jurisdictions in the Commonwealth and may not be waived or otherwise modified, in whole or in part,*
 1449 *by the governing body of any locality, its boards and commissions or other instrumentalities, or by the*
 1450 *courts of the Commonwealth.*

1451 *B. The provisions of this chapter shall apply to occupancy in all single-family and multifamily*
 1452 *residential dwelling units and multifamily dwelling unit located in the Commonwealth. However, where*
 1453 *the landlord is a natural person, an estate, or a legal entity that owns no more than two single-family*
 1454 *residential dwelling units in its own name subject to a rental agreement, such landlord may opt out of*
 1455 *the Virginia Residential Landlord and Tenant Act (§ 55-248.2 et seq.) by so stating in a rental*
 1456 *agreement with a tenant. Such residential dwelling units shall be exempt from this chapter and the*
 1457 *provisions of §§ 55-225.01 through 55-225.48 shall be applicable.*

1458 *The provisions of this chapter shall not apply to instances where occupancy under a contract of sale*
 1459 *of a dwelling unit or the property of which it is a part, if the occupant is the purchaser or a person*
 1460 *who succeeds to his interest.*

1461 *C. Tenancies and occupancies that are not residential tenancies. The following occupancies are not*
 1462 *residential tenancies under this chapter:*

1463 *1. Residence at a public or private institution, if incidental to detention or the provision of medical,*
 1464 *geriatric, educational, counseling, religious, or similar services;*

1465 *2. Occupancy by a member of a fraternal or social organization in the portion of a structure*
 1466 *operated for the benefit of the organization;*

1467 *3. Occupancy by an owner of a condominium unit or a holder of a proprietary lease in a*
 1468 *cooperative;*

1469 *4. Occupancy in a campground as defined in § 35.1-1;*

1470 *5. Occupancy by a tenant who pays no rent pursuant to a rental agreement;*

1471 *6. Occupancy by an employee of a landlord whose right to occupancy in a multifamily dwelling unit*
 1472 *is conditioned upon employment in and about the premises or an former employee whose occupancy*
 1473 *continues less than 60 days; or*

1474 *7. Occupancy in a public housing unit or other housing unit subject to regulation by the Department*

of Housing and Urban Development, if 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.

§ 55-248.4. Definitions.

When used in this chapter, unless expressly stated otherwise:

"Action" means recoupment, counterclaim, set off, or other civil suit and any other proceeding in which rights are determined, including without limitation 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, which 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, which is paid by a tenant to a landlord or managing agent for the purpose of being considered as a tenant for a dwelling unit. 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.

"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 upon which the tenant is entitled to occupy the dwelling unit as a tenant.

"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, but not limited to, a manufactured home.

"Effective date of rental agreement" means the date upon 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 person authorized by the landlord to occupy the premises, who has the permission of the tenant to visit but not to occupy the premises.

1536 "Interior of the dwelling unit" means the inside of the dwelling unit, consisting of interior walls,
1537 floor, and ceiling, that enclose the dwelling unit as conditioned space from the outside air.

1538 "Landlord" means the owner, lessor or sublessor of the dwelling unit or the building of which such
1539 dwelling unit is a part. "Landlord" also includes a managing agent of the premises who fails to disclose
1540 the name of such owner, lessor or sublessor. Such managing agent shall be subject to the provisions of
1541 § 16.1-88.03. Landlord shall not, however, include a community land trust as defined in § 55-221.1.

1542 "Managing agent" means a person authorized by the landlord to act on behalf of the landlord under
1543 an agreement.

1544 "Mold remediation in accordance with professional standards" means mold remediation of that
1545 portion of the dwelling unit or premises affected by mold, or any personal property of the tenant
1546 affected by mold, performed consistent with guidance documents published by the United States
1547 Environmental Protection Agency, the U.S. Department of Housing and Urban Development, the
1548 American Conference of Governmental Industrial Hygienists (the Bioaerosols Manual), Standard
1549 Reference Guides of the Institute of Inspection, Cleaning and Restoration for Water Damage Restoration
1550 and Professional Mold Remediation, or any protocol for mold remediation prepared by an industrial
1551 hygienist consistent with said guidance documents.

1552 *"Multifamily dwelling unit" means more than one single-family dwelling unit located in a building.*
1553 *However, nothing in this definition shall be construed to apply to any nonresidential space in such*
1554 *building.*

1555 "Natural person," wherever the chapter refers to an owner as a "natural person," includes co-owners
1556 who are natural persons, either as tenants in common, joint tenants, tenants in partnership, tenants by the
1557 entirety, trustees or beneficiaries of a trust, general partnerships, limited liability partnerships, registered
1558 limited liability partnerships or limited liability companies, or any lawful combination of natural persons
1559 permitted by law.

1560 "Notice" means notice given in writing by either regular mail or hand delivery, with the sender
1561 retaining sufficient proof of having given such notice, which may be either a United States postal
1562 certificate of mailing or a certificate of service confirming such mailing prepared by the sender.
1563 However, a person shall be deemed to have notice of a fact if he has actual knowledge of it, he has
1564 received a verbal notice of it, or from all of the facts and circumstances known to him at the time in
1565 question, he has reason to know it exists. A person "notifies" or "gives" a notice or notification to
1566 another by taking steps reasonably calculated to inform another person whether or not the other person
1567 actually comes to know of it. If notice is given that is not in writing, the person giving the notice has
1568 the burden of proof to show that the notice was given to the recipient of the notice.

1569 "Organization" means a corporation, government, governmental subdivision or agency, business trust,
1570 estate, trust, partnership or association, two or more persons having a joint or common interest, or any
1571 combination thereof, and any other legal or commercial entity.

1572 "Owner" means one or more persons or entities, jointly or severally, in whom is vested:

- 1573 1. All or part of the legal title to the property, or
1574 2. All or part of the beneficial ownership and a right to present use and enjoyment of the premises,
1575 and the term includes a mortgagee in possession.

1576 "Person" means any individual, group of individuals, corporation, partnership, business trust,
1577 association or other legal entity, or any combination thereof.

1578 "Premises" means a dwelling unit and the structure of which it is a part and facilities and
1579 appurtenances therein and grounds, areas and facilities held out for the use of tenants generally or whose
1580 use is promised to the tenant.

1581 "Processing fee for payment of rent with bad check" means the processing fee specified in the rental
1582 agreement, not to exceed \$50, assessed by a landlord against a tenant for payment of rent with a check
1583 drawn by the tenant on which payment has been refused by the payor bank because the drawer had no
1584 account or insufficient funds.

1585 "Readily accessible" means areas within the interior of the dwelling unit available for observation at
1586 the time of the move-in inspection that do not require removal of materials, personal property,
1587 equipment or similar items.

1588 "Rent" means all money, other than a security deposit, owed or paid to the landlord under the rental
1589 agreement, including prepaid rent paid more than one month in advance of the rent due date.

1590 "Rental agreement" or "lease agreement" means all agreements, written or oral, and valid rules and
1591 regulations adopted under § 55-248.17 embodying the terms and conditions concerning the use and
1592 occupancy of a dwelling unit and premises.

1593 "Rental application" means the written application or similar document used by a landlord to
1594 determine if a prospective tenant is qualified to become a tenant of a dwelling unit. A landlord may
1595 charge an application fee as provided in this chapter and may request a prospective tenant to provide
1596 information that will enable the landlord to make such determination. The landlord may photocopy each
1597 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 Title 18 U.S.C. Part I, Chapter 33, § 701. The landlord may require 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, for the purpose of determining whether each applicant is eligible to become a tenant in the landlord's dwelling unit.

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

"Security deposit" means any refundable deposit of money that is furnished by a tenant to a landlord to secure the performance of the terms and conditions of a rental agreement, as a security for damages to the leased premises, or as a pet deposit. However, such money shall be deemed an application deposit until the commencement date of the rental agreement. Security deposit shall not include a damage insurance policy or renter's insurance policy as those terms are defined in § 55-248.7:2 purchased by a landlord to provide coverage for a tenant.

"Single-family residence" means a structure, other than a multi-family residential structure, maintained and used as a single dwelling unit, condominium unit, or any other dwelling unit that has direct access to a street or thoroughfare and shares neither heating facilities, hot water equipment, nor any other essential facility or 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 shall include roomer. Tenant shall 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 other medium. A tenant may request copies of his tenant records pursuant to § 55-248.9:1.

"Utility" means electricity, natural gas, 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 § 55-248.6, 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 other medium, retrievable in a perceivable form, and regardless of whether an electronic signature authorized by Chapter 42.1 (§ 59.1-479 et seq.) of Title 59.1 is affixed. 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 required by 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 *authorized to do business* 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*, if 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 dwelling units of ~~the~~ *a multifamily* 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~~ *The landlord shall provide a tenant with a copy of a summary of information related to mold remediation occurring during that tenancy and, upon request of the tenant, make available the full package of such information and reports not protected by attorney-client privilege. Once the mold has been remediated in accordance with professional standards, the landlord shall not be required to make disclosures of a past incidence of mold to subsequent tenants;*

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;

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 3, 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 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 dwelling units in any one *multifamily* 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 no forwarding address is provided 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 may remit such sum to the State Treasurer as unclaimed property on a form prescribed by the administrator that includes the name, social security number, if known, and the last known address of each tenant on the rental agreement. 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

1905 during the preceding two years; and

1906 2. Permit a tenant or his authorized agent or attorney to inspect such tenant's records of deductions at
1907 any time during normal business hours.

1908 C. Upon request by the landlord to a tenant to vacate, or within five days after receipt of notice by
1909 the landlord of the tenant's intent to vacate, the landlord shall ~~make reasonable efforts to advise~~ *provide*
1910 *written notice to* the tenant of the tenant's right to be present at the landlord's inspection of the dwelling
1911 unit for the purpose of determining the amount of security deposit to be returned. If the tenant desires to
1912 be present when the landlord makes the inspection, he shall so advise the landlord in writing who, in
1913 turn, shall notify the tenant of the time and date of the inspection, which must be made within 72 hours
1914 of delivery of possession. ~~Upon completion of the inspection attended by the tenant, the landlord shall~~
1915 ~~furnish the tenant with an itemized list of damages to the dwelling unit known to exist at the time of the~~
1916 ~~inspection~~ *Following the move-out inspection, the landlord shall provide the tenant with a written*
1917 *security deposit disposition statement, including an itemized list of damages. If additional damages are*
1918 *discovered by the landlord after the security deposit disposition has been made, nothing herein shall be*
1919 *construed to preclude the landlord from recovery of such damages against the tenant, provided,*
1920 *however, that the tenant may present into evidence a copy of the move-out report to support the tenant's*
1921 *position that such additional damages did not exist at the time of the move-out inspection.*

1922 D. If the tenant has any assignee or sublessee, the landlord shall be entitled to hold a security deposit
1923 from only one party in compliance with the provisions of this section.

1924 **§ 55-248.16. Tenant to maintain dwelling unit.**

1925 A. In addition to the provisions of the rental agreement, the tenant shall:

1926 1. Comply with all obligations primarily imposed upon tenants by applicable provisions of building
1927 and housing codes materially affecting health and safety;

1928 2. Keep that part of the dwelling unit and the part of the premises that he occupies and uses as clean
1929 and safe as the condition of the premises permit;

1930 3. Keep that part of the dwelling unit and the part of the premises that he occupies free from insects
1931 and pests, as those terms are defined in § 3.2-3900, and to promptly notify the landlord of the existence
1932 of any insects or pests;

1933 4. Remove from his dwelling unit all ashes, garbage, rubbish and other waste in a clean and safe
1934 manner and in the appropriate receptacles provided by the landlord ~~pursuant to § 55-248.13, if such~~
1935 ~~disposal is on the premises;~~

1936 5. Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition
1937 permits;

1938 6. Use in a reasonable manner all utilities and all electrical, plumbing, sanitary, heating, ventilating,
1939 air-conditioning and other facilities and appliances including ~~elevators~~ *an elevator in the a multifamily*
1940 *premises, and keep all utility services paid for by the tenant to the utility service provider or its agent*
1941 *on at all times during the term of the rental agreement;*

1942 7. Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises
1943 or permit any person to do so whether known by the tenant or not;

1944 8. Not remove or tamper with a properly functioning smoke detector installed by the landlord,
1945 including removing any working batteries, so as to render the detector inoperative and shall maintain the
1946 smoke detector in accordance with the uniform set of standards for maintenance of smoke detectors
1947 established in the Uniform Statewide Building Code (§ 36-97 et seq.);

1948 9. Not remove or tamper with a properly functioning carbon monoxide alarm installed by the
1949 landlord, including removing any working batteries, so as to render the carbon monoxide detector
1950 inoperative and shall maintain the carbon monoxide alarm in accordance with the uniform set of
1951 standards for maintenance of carbon monoxide alarms established in the Uniform Statewide Building
1952 Code (§ 36-97 et seq.);

1953 10. Use reasonable efforts to maintain the dwelling unit and any other part of the premises that he
1954 occupies in such a condition as to prevent accumulation of moisture and the growth of mold, and to
1955 promptly notify the landlord of any moisture accumulation that occurs or of any visible evidence of
1956 mold discovered by the tenant;

1957 11. Not paint or disturb painted surfaces or make alterations in the dwelling unit without the prior
1958 written approval of the landlord, provided *that* (i) the dwelling unit was constructed prior to 1978 and
1959 therefore requires the landlord to provide the tenant with lead-based paint disclosures and (ii) the
1960 landlord has provided the tenant with such disclosures and the rental agreement provides that the tenant
1961 is required to obtain the landlord's prior written approval before painting, disturbing painted surfaces, or
1962 making alterations in the dwelling unit;

1963 12. Be responsible for his conduct and the conduct of other persons on the premises with his consent
1964 whether known by the tenant or not, to ensure that his neighbors' peaceful enjoyment of the premises
1965 will not be disturbed; and

1966 13. Abide by all reasonable rules and regulations imposed by the landlord ~~pursuant to § 55-248.17.~~

B. 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 tenant's duty shall be determined by reference to subdivision A 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 requiring the tenant 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 that arise after 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.

2028 The tenant shall continue to be responsible for payment of rent under the rental agreement during the
2029 period of any temporary relocation. The landlord shall pay all costs of repairs or remediation required to
2030 address the property condition. Refusal of the tenant to cooperate with a temporary relocation pursuant
2031 to this subsection shall be deemed a breach of the rental agreement, unless the tenant agrees to vacate
2032 the unit and terminate the rental agreement within the 30-day notice period. If the landlord properly
2033 remedies the nonemergency property condition within the 30-day period, nothing herein shall be
2034 construed to entitle the tenant to terminate the rental agreement. Further, nothing herein shall be
2035 construed to limit the landlord from taking legal action against the tenant for any noncompliance that
2036 occurs during the period of any temporary relocation pursuant to this section. *During the pendency of an*
2037 *unlawful detainer filed by the landlord against the tenant, the landlord may request the court to enter*
2038 *an order requiring the tenant to provide the landlord with access to such dwelling unit.*

2039 C. The landlord has no other right to access except by court order or that permitted by §§ 55-248.32
2040 and 55-248.33 or if the tenant has abandoned or surrendered the premises.

2041 D. The tenant may install, within the dwelling unit, new burglary prevention, including chain latch
2042 devices approved by the landlord, and fire detection devices, that the tenant may believe necessary to
2043 ensure his safety, provided:

2044 1. Installation does no permanent damage to any part of the dwelling unit.

2045 2. A duplicate of all keys and instructions of how to operate all devices are given to the landlord.

2046 3. Upon termination of the tenancy, the tenant shall be responsible for payment to the landlord for
2047 reasonable costs incurred for the removal of all such devices and repairs to all damaged areas.

2048 E. Upon written request of the tenant *in a dwelling unit*, the landlord shall install a carbon monoxide
2049 alarm in the tenant's dwelling unit within 90 days of such request and may charge the tenant a
2050 reasonable fee to recover the costs of *the equipment and labor* for such installation. The landlord's
2051 installation of a carbon monoxide alarm shall be in compliance with the Uniform Statewide Building
2052 Code.

2053 **§ 55-248.18:2. Relocation of tenant where mold remediation needs to be performed in the**
2054 **dwelling unit.**

2055 Where a mold condition in the dwelling unit materially affects the health or safety of any tenant or
2056 authorized occupant, the landlord may require the tenant to temporarily vacate the dwelling unit in order
2057 for the landlord to perform mold remediation in accordance with professional standards as defined in
2058 § 55-248.4 for a period not to exceed 30 days. The landlord shall provide the tenant with either (i) a
2059 comparable dwelling unit, as selected by the landlord, at no expense or cost to the tenant, or (ii) a hotel
2060 room *as selected by the landlord*, at no expense or cost to the tenant. *The landlord shall not be required*
2061 *to pay for any other expenses of the tenant that arise after the relocation period.* The tenant shall
2062 continue to be responsible for payment of rent under the rental agreement during the period of any
2063 temporary relocation and for the remainder of the term of the rental agreement following the
2064 remediation. Nothing in this section shall be construed as entitling the tenant to a termination of a
2065 tenancy where or when the landlord has remediated a mold condition in accordance with professional
2066 standards as defined in § 55-248.4. The landlord shall pay all costs of the relocation and the mold
2067 remediation, unless the mold is a result of the tenant's failure to comply with § 55-248.16.

2068 **§ 55-248.21:1. Early termination of rental agreement by military personnel.**

2069 A. Any member of the armed forces of the United States or a member of the National Guard serving
2070 on full-time duty or as a Civil Service technician with the National Guard may, through the procedure
2071 detailed in subsection B, terminate his rental agreement if the member (i) has received permanent
2072 change of station orders to depart 35 miles or more (radius) from the location of the dwelling unit; (ii)
2073 has received temporary duty orders in excess of three months' duration to depart 35 miles or more
2074 (radius) from the location of the dwelling unit; (iii) is discharged or released from active duty with the
2075 ~~armed forces~~ *Armed Forces* of the United States or from his full-time duty or technician status with the
2076 National Guard; or (iv) is ordered to report to government-supplied quarters resulting in the forfeiture of
2077 basic allowance for quarters.

2078 B. Tenants who qualify to terminate a rental agreement pursuant to subsection A shall do so by
2079 serving on the landlord a written notice of termination to be effective on a date stated therein, such date
2080 to be not less than 30 days after the first date on which the next rental payment is due and payable after
2081 the date on which the written notice is given. The termination date shall be no more than 60 days prior
2082 to the date of departure necessary to comply with the official orders or any supplemental instructions for
2083 interim training or duty prior to the transfer. Prior to the termination date, the tenant shall furnish the
2084 landlord with a copy of the official notification of the orders or a signed letter, confirming the orders,
2085 from the tenant's commanding officer.

2086 The landlord may not charge any liquidated damages.

2087 C. Nothing in this section shall affect the tenant's obligations established by § 55-248.16.

2088 D. ~~The exemption provided in subdivision 10 of subsection A of § 55-248.5 shall not apply to this~~
2089 ~~section.~~

§ 55-248.24. 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 only be accomplished 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, serve 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 § 55-248.15:1 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 ~~account~~ *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 § 55-248.35. ~~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

2151 refuses to make repairs after a reasonable time or to the landlord or to a contractor chosen by the
2152 landlord in order to make repairs or to otherwise remedy the condition. In either case, the court shall in
2153 its order insure that moneys thus disbursed will be in fact used for the purpose of making repairs or
2154 effecting a remedy;

2155 6. Referring any matter before the court to the proper state or municipal agency for investigation and
2156 report and granting a continuance of the action or complaint pending receipt of such investigation and
2157 report. When such a continuance is granted, the tenant shall deposit with the court rents within five days
2158 of date due under the rental agreement, subject to any abatement under this section, which become due
2159 during the period of the continuance, to be held by the court pending its further order;

2160 7. In its discretion, ordering escrow funds disbursed to pay a mortgage on the property in order to
2161 stay a foreclosure; or

2162 8. In its discretion, ordering escrow funds disbursed to pay a creditor to prevent or satisfy a bill to
2163 enforce a mechanic's or materialman's lien.

2164 Notwithstanding any provision of this subsection, where an escrow account is established by the
2165 court and the condition or conditions are not fully remedied within six months of the establishment of
2166 such account, and the landlord has not made reasonable attempts to remedy the condition, the court shall
2167 award all moneys accumulated in escrow to the tenant. In such event, the escrow shall not be
2168 terminated, but shall begin upon a new six-month period with the same result if, at the end thereof, the
2169 condition or conditions have not been remedied.

2170 E. The initial hearing on the tenant's assertion filed pursuant to subsection A shall be held within
2171 fifteen calendar days from the date of service of process on the landlord as authorized by § 55-248.12,
2172 except that the court shall order an earlier hearing where emergency conditions are alleged to exist upon
2173 the premises, such as failure of heat in winter, lack of adequate sewage facilities or any other condition
2174 which constitutes an immediate threat to the health or safety of the inhabitants of the leased premises.
2175 The court, on motion of either party or on its own motion, may hold hearings subsequent to the initial
2176 proceeding in order to further determine the rights and obligations of the parties. Distribution of escrow
2177 moneys may only occur by order of the court after a hearing of which both parties are given notice as
2178 required by law or upon motion of both the landlord and tenant or upon certification by the appropriate
2179 inspector that the work required by the court to be done has been satisfactorily completed. If the tenant
2180 proceeds under this subsection, he may not proceed under any other section of this article as to that
2181 breach.

2182 **§ 55-248.31. Noncompliance with rental agreement; monetary penalty.**

2183 A. Except as provided in this chapter, if there is a material noncompliance by the tenant with the
2184 rental agreement or a violation of § 55-248.16 materially affecting health and safety, the landlord may
2185 serve a written notice on the tenant specifying the acts and omissions constituting the breach and stating
2186 that the rental agreement will terminate upon a date not less than 30 days after receipt of the notice if
2187 the breach is not remedied in 21 days, and that the rental agreement shall terminate as provided in the
2188 notice.

2189 B. If the breach is remediable by repairs or the payment of damages or otherwise and the tenant
2190 adequately remedies the breach prior to the date specified in the notice, the rental agreement shall not
2191 terminate.

2192 C. If the tenant commits a breach which is not remediable, the landlord may serve a written notice
2193 on the tenant specifying the acts and omissions constituting the breach and stating that the rental
2194 agreement will terminate upon a date not less than 30 days after receipt of the notice. Notwithstanding
2195 anything to the contrary contained elsewhere in this chapter, when a breach of the tenant's obligations
2196 under this chapter or the rental agreement involves or constitutes a criminal or a willful act, which is not
2197 remediable and which poses a threat to health or safety, the landlord may terminate the rental agreement
2198 immediately and proceed to obtain possession of the premises. For purposes of this subsection, any
2199 illegal drug activity involving a controlled substance, as used or defined by the Drug Control Act
2200 (§ 54.1-3400 et seq.), *or any activity that involves or constitutes a criminal or willful act that also poses*
2201 *a threat to health and safety*, by the tenant, the tenant's authorized occupants, or the tenant's guests or
2202 invitees, shall constitute an immediate nonremediable violation for which the landlord may proceed to
2203 terminate the tenancy without the necessity of waiting for a conviction of any criminal offense that may
2204 arise out of the same actions. In order to obtain an order of possession from a court of competent
2205 jurisdiction terminating the tenancy for illegal drug activity or for any other ~~action~~ activity that involves
2206 or constitutes a criminal or willful act *that also poses a threat to health and safety*, the landlord shall
2207 prove any such violations by a preponderance of the evidence. However, where the illegal drug activity
2208 *or any activity that involves or constitutes a criminal or willful act that also poses a threat to health*
2209 *and safety* is engaged in by a tenant's authorized occupants, or guests or invitees, the tenant shall be
2210 presumed to have knowledge of such ~~illegal drug activity~~ activities unless the presumption is rebutted by
2211 a preponderance of the evidence. The initial hearing on the landlord's action for immediate possession of
2212 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 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 § 55-248.15:1. 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.

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 the premises leased to such tenant and the right of a landlord to distress, levy, and seize such personal property as otherwise provided by law.

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

A. If a tenant, who is the sole occupant of 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 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 § 55-248.6 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 § 55-248.38:1, if not claimed within 10 days. *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 the 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 occupant of 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 § 55-248.35, and the landlord shall mitigate damages as provided thereunder.

2. That §§ 55-225.8 and 55-248.5 of the Code of Virginia are repealed.