

VIRGINIA ACTS OF ASSEMBLY -- 2023 SESSION

CHAPTER 435

An Act to amend the Code of Virginia by adding a section numbered 55.1-1234.1, relating to the Virginia Residential Landlord and Tenant Act; uninhabitable dwelling unit.

[H 1635]

Approved March 23, 2023

Be it enacted by the General Assembly of Virginia:

1. That the Code of Virginia is amended by adding a section numbered 55.1-1234.1 as follows:

§ 55.1-1234.1. Uninhabitable dwelling unit.

A. If, at the beginning of the tenancy, a condition exists in a rental dwelling unit that constitutes a fire hazard or serious threat to the life, health, or safety of tenants or occupants of the premises, including an infestation of rodents or a lack of heat, hot or cold running water, electricity, or adequate sewage disposal facilities, the tenant shall be entitled to terminate the rental agreement and receive a full refund of all deposits and rent paid to the landlord, so long as the tenant provides the landlord with written notice of his intent to terminate the rental agreement within seven days of the date on which possession of the dwelling unit was to have transferred to the tenant. Unless the landlord asserts, pursuant to subsection B, that the tenant's termination of the rental agreement is unjustified, the landlord shall refund all deposits and rent paid by the tenant to the tenant on or before the fifteenth business day following the day on which (i) the termination notice is delivered to the landlord or (ii) the tenant vacates the dwelling unit, whichever occurs later.

B. If a tenant terminates a rental agreement pursuant to subsection A and the landlord asserts that the tenant is unjustified in his termination of the rental agreement, the landlord shall provide written notice to the tenant of his refusal to accept the tenant's termination notice, along with the reasons for such refusal, within 15 business days following the date on which such termination notice is delivered to the landlord.

C. A tenant who has not taken possession or who has vacated the dwelling unit may file an action in a court of competent jurisdiction to contest the landlord's refusal to accept the termination notice, if applicable, and for the return of any deposits and rent paid to the landlord. In any such action, the prevailing party shall be entitled to recover reasonable attorney fees.