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HOUSE BILL NO. 1427

Offered January 22, 1996

A BILL to amend and reenact §§ 14.1-105 and 55-248.31 of the Code of Virginia, relating to sheriffs' fees for service.

Patrons—Moran, Albo, Dillard and Keating

Referred to Committee for Courts of Justice

Be it enacted by the General Assembly of Virginia:

1. That § 14.1-105 and 55-248.31 of the Code of Virginia are amended and reenacted as follows:

§ 14.1-105. Process and service fees generally.

The fees shall be as follows:

(1) For service on any person, firm or corporation, a declaration in ejectment, order, notice, summons or any other civil process, except as herein otherwise provided, and for serving on any person, firm, or corporation any process when the body is not taken and making a return thereof, the sum of twelve dollars except that no fee shall be charged for service pursuant to § 9-6.14:13.

(2) For summoning a witness or garnishee on an attachment, twelve dollars.

(3) For serving on any person an attachment or other process under which the body is taken and making a return thereon, twelve dollars.

(4), (5) [Repealed.]

(6) For serving any order of court not otherwise provided for, twelve dollars. Notwithstanding the provisions of this subsection, no fees shall be charged for protective orders issued pursuant to Chapter 11 (§ 16.1-226, et seq.) of Title 16.1.

(7) For serving a writ of possession, twelve dollars.

(8) For levying an execution or distress warrant or an attachment *on goods or chattels*, twelve dollars.

(9) For serving any papers returnable out of state, fifty dollars.

Regardless of (i) the number of persons served or (ii) the number of notices served at any one time, the sheriff's fee shall not exceed twelve dollars for each address.

Such fees shall be allowable for services provided by ~~such officers~~ *sheriffs* in the circuit and district courts.

§ 55-248.31. Noncompliance with rental agreement; failure to pay rent.

Except as provided in this chapter, if there is a material noncompliance by the tenant with the rental agreement or a violation of § 55-248.16 materially affecting health and safety, the landlord may serve a written notice on the tenant specifying the acts and omissions constituting the breach and stating that the rental agreement will terminate upon a date not less than thirty days after receipt of the notice if the breach is not remedied in twenty-one days, and that the rental agreement shall terminate as provided in the notice. 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. If the tenant commits a breach which is not remediable, the landlord may serve a written notice on the tenant specifying the acts and omissions constituting the breach and stating that the rental agreement will terminate upon a date not less than thirty days after receipt of the notice. Notwithstanding anything to the contrary contained elsewhere in this chapter, when a breach of the tenant's obligations under this chapter or the rental agreement involves or constitutes a criminal or a willful act, which is not remediable and which poses a threat to health or safety, the landlord may terminate the rental agreement immediately and proceed to obtain possession of the premises. The initial hearing on the landlord's action for immediate possession of the premises shall be held within fifteen 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 thirty 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.

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

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

64 If rent is unpaid when due, and the tenant fails to pay rent within five days after written notice is
65 served on him notifying the tenant of his nonpayment, and of the landlord's intention to terminate the
66 rental agreement if the rent is not paid within the five-day period, the landlord may terminate the rental
67 agreement and proceed to obtain possession of the premises as provided in § 55-248.35 of this chapter.
68 If a check for rent is delivered to the landlord drawn on an account with insufficient funds and the
69 tenant fails to pay rent within five days after written notice is served on him notifying the tenant of his
70 nonpayment and of the landlord's intention to terminate the rental agreement if the rent is not paid by
71 cash, cashier's check or certified check within the five-day period, the landlord may terminate the rental
72 agreement and proceed to obtain possession of the premises as provided in § 55-248.35. Except as
73 provided in this chapter, the landlord may recover damages and obtain injunctive relief for any
74 noncompliance by the tenant with the rental agreement or § 55-248.16. If the tenant's noncompliance is
75 willful, the landlord may recover reasonable attorney's fees. Failure of the tenant either to pay the rent
76 or to vacate the premises within five days after written notice of nonpayment given by the landlord shall
77 be deemed willful noncompliance by the tenant, unless the failure to pay the rent or to vacate the
78 premises is found by the court to be reasonable.

79 *Regardless of the number of tenants served or the number of notices served at any one time, the*
80 *sheriff's fee shall not exceed twelve dollars for each address.*