

VIRGINIA ACTS OF ASSEMBLY -- 2004 SESSION

CHAPTER 226

An Act to amend and reenact §§ 55-248.13 and 55-248.16 of the Code of Virginia and to amend the Code of Virginia by adding a section numbered 55-248.11:2, relating to the Virginia Residential Landlord and Tenant Act; disclosure of mold in dwelling unit.

[H 824]

Approved March 29, 2004

Be it enacted by the General Assembly of Virginia:

1. That §§ 55-248.13 and 55-248.16 of the Code of Virginia are amended and reenacted, and that the Code of Virginia is amended by adding a section numbered 55-248.11:2 as follows:

§ 55-248.11:2. Disclosure of mold in dwelling units.

As part of the written report of the move-in inspection required by § 55-248.11:1, the landlord shall disclose whether there is any visible evidence of mold in 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 or to accept the dwelling unit in an "as is" condition. For purposes of this chapter, "visible evidence of mold" means the existence of mold in the dwelling unit that is visible to the naked eye of the landlord or tenant at the time of the move-in inspection.

§ 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 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. Use reasonable efforts to 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 written notices from a tenant as provided in subdivision A 8 of § 55-248.16;

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

~~6.~~ 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.

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

C. The landlord and tenant may agree in writing that the tenant perform the landlord's duties specified in subdivisions 3, ~~§ 6~~ and ~~6~~ 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.

§ 55-248.16. Tenant to maintain dwelling unit.

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

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

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

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

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

permits;

5. Use in a reasonable manner all utilities and all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances including elevators in the 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. 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. Not remove or tamper with a properly functioning smoke detector, including removing any working batteries, so as to render the smoke detector inoperative;

8. *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 in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by the tenant.*

9. 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

~~9.~~ 10. Abide by all reasonable rules and regulations imposed by the landlord pursuant to § 55-248.17.

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