

1 VIRGINIA ACTS OF ASSEMBLY — CHAPTER

2 *An Act to amend and reenact §§ 55-217, 55-222, 55-223, 55-224, 55-225.2, 55-225.3, 55-225.4,*
 3 *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,*
 4 *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,*
 5 *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,*
 6 *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*
 7 *the Code of Virginia by adding sections numbered 55-217.1, 55-225.01, 55-225.02, 55-225.11:1, and*
 8 *55-225.19 through 55-225.48, and to repeal §§ 55-225.8 and 55-248.5 of the Code of Virginia,*
 9 *relating to landlord and tenant law; obligations and remedies for landlords and tenants.*

[H 2033]

10 Approved

11 **Be it enacted by the General Assembly of Virginia:**

12 **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,**
 13 **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,**
 14 **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,**
 15 **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**
 16 **55-248.38:3 of the Code of Virginia are amended and reenacted and that the Code of Virginia is**
 17 **amended by adding sections numbered 55-217.1, 55-225.01, 55-225.02, 55-225.11:1, and 55-225.19**
 18 **through 55-225.48 as follows:**

19 **§ 55-217. Applicability; right to terminate tenant.**

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

34 **§ 55-217.1. Grantees and assignees to have same rights against lessees as lessors, etc.**

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

39 **§ 55-222. Notice to terminate a tenancy in nonresidential premises; notice of change in use of**
 40 **building.**

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

48 **B.** In addition to the termination rights set forth in subsection A, and notwithstanding the terms of
 49 the lease, the landlord may terminate the lease due to rehabilitation or a change in the use of all or any
 50 part of a building containing at least four residential units, upon 120 days' prior written notice to the
 51 tenant. Changes in use shall include but not be limited to conversion to hotel, motel, apartment hotel or
 52 other commercial use, planned unit development, substantial rehabilitation, demolition or sale to a
 53 contract purchaser requiring an empty building. This 120-day notice requirement shall not be waived
 54 except in the case of a tenancy from month to month, which may be terminated by the landlord by
 55 giving the tenant 30 days' written notice prior to the next rent due date of the landlord's intention to
 56

57 terminate the tenancy.

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

60 **§ 55-223. Effect of failure of tenant in nonresidential premises to vacate premises at expiration**
61 **of term.**

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

67 **§ 55-224. When tenant deserts nonresidential premises, how landlord may enter, etc.**

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

76 **§ 55-225.01. Sections applicable only to certain residential tenancies.**

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

80 *B. Exempt residential dwelling units.*

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

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

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

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

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

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

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

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

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

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

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

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

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

118 lodging as his primary residence.

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

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

130 **§ 55-225.02. Definitions for residential dwelling units subject to this chapter.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

174 "Landlord" means the owner, lessor, or sublessor of the dwelling unit or the building of which such
 175 dwelling unit is a part. "Landlord" shall include a managing agent of the premises who fails to disclose
 176 the name of such owner, lessor, or sublessor. Such managing agent shall be subject to the provisions of
 177 § 16.1-88.03. "Landlord" shall not include a community land trust.

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

179 *an agreement.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

224 *"Residential tenancy" means a tenancy that is based on a rental agreement between a landlord and a*
 225 *tenant for a dwelling unit.*

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

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

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

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

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

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

249 "Utility" means electricity, natural gas, or water and sewer provided by a public service corporation
250 or such other person providing utility services as permitted under § 56-1.2. If the rental agreement so
251 provides, a landlord may use submetering equipment or energy allocation equipment as defined in
252 § 56-245.2 or a ratio utility billing system as defined in § 55-226.2.

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

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

261 **§ 55-225.2. Remedies for landlord's unlawful ouster, exclusion or diminution of service.**

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

269 **§ 55-225.3. Landlord to maintain dwelling unit.**

270 A. The landlord shall:

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

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

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

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

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

284 5. Maintain the premises in such a condition as to prevent the accumulation of moisture and the
285 growth of mold and to promptly respond to any notices as provided in subdivision A 8 9 of § 55-225.4.
286 Where there is visible evidence of mold, the landlord shall promptly remediate the mold conditions in
287 accordance with the requirements of subsection E of § 8.01-226.12 and reinspect the dwelling unit to
288 confirm that there is no longer visible evidence of mold in the dwelling unit. The landlord shall provide
289 a tenant with a copy of a summary of information related to mold remediation occurring during that
290 tenancy and, upon request of the tenant, make available the full package of such information and
291 reports not protected by attorney-client privilege. Once the mold has been remediated in accordance
292 with professional standards, the landlord shall not be required to make disclosures of a past incidence
293 of mold to subsequent tenants;

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

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

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

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

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

311 **§ 55-225.4. Tenant to maintain dwelling unit.**

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

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

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

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

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

322 ~~4.~~ 5. Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition
 323 permits;

324 ~~5.~~ 6. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating,
 325 air-conditioning and other facilities and appliances, *including an elevator in a multifamily premises, and*
 326 *keep all utility services paid for by the tenant to the utility service provider or its agent on at all times*
 327 *during the term of the rental agreement;*

328 ~~6.~~ 7. Not deliberately or negligently destroy, deface, damage, impair or remove any part of the
 329 premises or permit any person to do so whether known by the tenant or not;

330 ~~7.~~ 8. Not remove or tamper with a properly functioning smoke detector, including removing any
 331 working batteries, so as to render the smoke detector inoperative, and shall maintain such smoke
 332 detector in accordance with the uniform set of standards for maintenance of smoke detectors established
 333 in the Uniform Statewide Building Code (§ 36-97 et seq.);

334 ~~8.~~ 9. Use reasonable efforts to maintain the dwelling unit and any other part of the premises that he
 335 occupies in such a condition as to prevent accumulation of moisture and the growth of mold and to
 336 promptly notify the landlord of any moisture accumulation that occurs or of any visible evidence of
 337 mold discovered by the tenant;

338 ~~9.~~ 10. Not paint or disturb painted surfaces, or make alterations in the dwelling unit, without the
 339 prior written approval of the landlord, provided *that* (i) the dwelling unit was constructed prior to 1978
 340 and therefore requires the landlord to provide the tenant with lead-based paint disclosures and (ii) the
 341 landlord has provided the tenant with such disclosures and the rental agreement provides that the tenant
 342 is required to obtain the landlord's prior written approval before painting, disturbing painted surfaces, or
 343 making alterations in the dwelling unit;

344 ~~10.~~ 11. Be responsible for his conduct and the conduct of other persons on the premises with his
 345 consent whether known by the tenant or not, to ensure that his neighbors' peaceful enjoyment of the
 346 premises will not be disturbed; and

347 ~~11.~~ 12. Abide by all reasonable rules and regulations imposed by the landlord.

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

350 **§ 55-225.6. Inspection of dwelling unit.**

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

361 **§ 55-225.7. Disclosure of mold in dwelling units.**

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

374 **§ 55-225.9. Relocation of tenant where mold remediation needs to be performed in the dwelling**
 375 **unit.**

376 Where a mold condition in a dwelling unit materially affects the health or safety of any tenant or
 377 authorized occupant, the landlord may require the tenant to temporarily vacate the dwelling unit in order
 378 for the landlord to perform mold remediation in accordance with professional standards as defined in §
 379 ~~55-225.8~~ 55-225.02 for a period not to exceed 30 days. The landlord shall provide the tenant with either
 380 (i) a comparable dwelling unit, as selected by the landlord, at no expense or cost to the tenant, or (ii) a
 381 hotel room, as selected by the landlord, at no expense or cost to the tenant. *The landlord shall not be*
 382 *required to pay for any other expenses of the tenant that arise after the temporary relocation period.*
 383 The tenant shall continue to be responsible for payment of rent under the rental agreement during the
 384 period of any temporary relocation and for the remainder of the term of the rental agreement following
 385 the remediation. Nothing in this section shall be construed as entitling the tenant to a termination of a
 386 tenancy where or when the landlord has remediated a mold condition in accordance with professional
 387 standards as defined in § ~~55-225.8~~ 55-225.02. The landlord shall pay all costs of the relocation and the
 388 mold remediation, unless the tenant is at fault for the mold condition.

389 **§ 55-225.11. Required disclosures for properties with defective drywall; remedy for**
 390 **nondisclosure.**

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

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

406 **§ 55-225.11:1. Required disclosures for properties located adjacent to a military air installation;**
 407 **remedy for nondisclosure.**

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

418 B. Any tenant who is not provided the disclosure required by subsection A may terminate the lease
 419 agreement at any time during the first 30 days of the lease period by sending to the landlord by
 420 certified or registered mail, return receipt requested, a written notice of termination. Such termination
 421 shall be effective as of (i) 15 days after the date of the mailing of the notice or (ii) the date through
 422 which rent has been paid, whichever is later. In no event, however, shall the effective date of the

423 *termination exceed one month from the date of mailing. Termination of the lease agreement shall be the*
 424 *exclusive remedy for the failure to comply with the disclosure provisions of this section, and shall not*
 425 *affect any rights or duties of the landlord or tenant arising under this chapter, other applicable law, or*
 426 *the rental agreement.*

427 **§ 55-225.12. Tenant's assertion; rent escrow; dwelling units.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

499 **§ 55-225.13. Noncompliance by landlord in the rental of a dwelling unit.**

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

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

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

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

524 **§ 55-225.19. Security deposits.**

525 A. *Unless the rental agreement provides otherwise, a landlord may not demand or receive a security*
 526 *deposit, however denominated, in an amount or value in excess of two months' periodic rent. Upon*
 527 *termination of the tenancy, such security deposit, whether it is property or money held by the landlord*
 528 *as security as hereinafter provided, may be applied solely by the landlord (i) to the payment of accrued*
 529 *rent and including the reasonable charges for late payment of rent specified in the rental agreement; (ii)*
 530 *to the payment of the amount of damages which the landlord has suffered by reason of the tenant's*
 531 *noncompliance with § 55-225.4, less reasonable wear and tear; or (iii) to other damages or charges as*
 532 *provided in the rental agreement. The security deposit and any deductions, damages, and charges shall*
 533 *be itemized by the landlord in a written notice given to the tenant, together with any amount due the*
 534 *tenant, within 45 days after termination of the tenancy and delivery of possession.*

535 *Where there is more than one tenant subject to a rental agreement, unless otherwise agreed to in*
 536 *writing by each of the tenants, disposition of the security deposit shall be made with one check being*
 537 *payable to all such tenants and sent to a forwarding address provided by one of the tenants. The*
 538 *landlord shall make the security deposit disposition within the 45-day time period, but if no forwarding*
 539 *address is provided to the landlord, the landlord may continue to hold such security deposit in escrow.*
 540 *If a tenant fails to provide a forwarding address to the landlord to enable the landlord to make a*
 541 *refund of the security deposit, upon the expiration of one year from the date of the end of the 45-day*
 542 *time period, the landlord may remit such sum to the State Treasurer as unclaimed property on a form*
 543 *prescribed by the administrator that includes the name, social security number, if known, and the last*
 544 *known address of each tenant on the rental agreement. If the landlord or managing agent is a real*

545 estate licensee, compliance with this paragraph shall be deemed compliance with § 54.1-2108 and
546 corresponding regulations of the Real Estate Board.

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

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

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

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

593 B. The landlord shall:

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

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

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

606 security deposit disposition statement including an itemized list of damages. If additional damages are
 607 discovered by the landlord after the security deposit disposition has been made, nothing herein shall be
 608 construed to preclude the landlord from recovery of such damages against the tenant, provided,
 609 however, that the tenant may present into evidence a copy of the move-out report to support the tenant's
 610 position that such additional damages did not exist at the time of the move-out inspection.

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

613 **§ 55-225.20. Notice.**

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

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

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

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

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

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

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

648 **§ 55-225.21. Application deposit and application fee.**

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

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

667 issued by the U.S. Social Security Administration or an individual taxpayer identification number issued
668 by the U.S. Internal Revenue Service.

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

675 **§ 55-225.22. Terms and conditions of rental agreement; copy for tenant; rental payments.**

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

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

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

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

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

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

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

703 **§ 55-225.23. Prepaid rent; maintenance of escrow account.**

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

710 **§ 55-225.24. Landlord may obtain certain insurance for tenant.**

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

728 insurance policy or certificate evidencing the coverage being provided and upon request of the tenant
729 make available a copy of the insurance policy.

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

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

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

758 **§ 55-225.25. Effect of unsigned or undelivered rental agreement.**

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

766 **§ 55-225.26. Confidentiality of tenant records.**

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

- 769 1. The tenant or prospective tenant has given prior written consent;
- 770 2. The information is a matter of public record as defined in § 2.2-3701;
- 771 3. The information is a summary of the tenant's rent payment record, including the amount of the
772 tenant's periodic rent payment;
- 773 4. The information is a copy of a material noncompliance notice that has not been remedied or
774 termination notice given to the tenant under § 55-225.20 and the tenant did not remain in the premises
775 thereafter;
- 776 5. The information is requested by a local, state, or federal law-enforcement or public safety official
777 in the performance of his duties;
- 778 6. The information is requested pursuant to a subpoena in a civil case;
- 779 7. The information is requested by a local commissioner of the revenue in accordance with
780 § 58.1-3901;
- 781 8. The information is requested by a contract purchaser of the landlord's property, provided that the
782 contract purchaser agrees in writing to maintain the confidentiality of such information;
- 783 9. The information is requested by a lender of the landlord for financing or refinancing of the
784 property;
- 785 10. The information is requested by the commanding officer, military housing officer, or military
786 attorney of the tenant;
- 787 11. The third party is the landlord's attorney or the landlord's collection agency;
- 788 12. The information is otherwise provided in the case of an emergency; or

789 13. The information is requested by the landlord to be provided to the managing agent, or a
790 successor to the managing agent.

791 B. A tenant may designate a third party to receive duplicate copies of a summons that has been
792 issued pursuant to § 8.01-126 and of written notices from the landlord relating to the tenancy. Where
793 such a third party has been designated by the tenant, the landlord shall mail the duplicate copy of any
794 summons issued pursuant to § 8.01-126 or notice to the designated third party at the same time the
795 summons or notice is mailed to or served upon the tenant. Nothing in this subsection shall be construed
796 to grant standing to any third party designated by the tenant to challenge actions of the landlord in
797 which notice was mailed pursuant to this subsection. The failure of the landlord to give notice to a third
798 party designated by the tenant shall not affect the validity of any judgment entered against the tenant.

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

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

810 **§ 55-225.27. Landlord and tenant remedies for abuse of access.**

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

818 **§ 55-225.28. Actions to enforce remedies pertaining to residential tenancies.**

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

825 **§ 55-225.29. Disclosure.**

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

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

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

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

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

845 **§ 55-225.30. Notice to tenants for insecticide or pesticide use.**

846 A. The landlord shall give written notice to the tenant no less than 48 hours prior to his application
847 of an insecticide or pesticide in the tenant's dwelling unit unless the tenant agrees to a shorter
848 notification period. If a tenant requests the application of the insecticide or pesticide, the 48-hour notice
849 is not required. Tenants who have concerns about specific insecticides or pesticides shall notify the

850 landlord in writing no less than 24 hours before the scheduled insecticide or pesticide application. The
 851 tenant shall prepare the dwelling unit for the application of insecticides or pesticides in accordance with
 852 any written instructions of the landlord, and if insects or pests are found to be present, follow any
 853 written instructions of the landlord to eliminate the insects or pests following the application of
 854 insecticides or pesticides.

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

859 **§ 55-225.31. Limitation of liability.**

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

866 **§ 55-225.32. Tenancy at will; effect of notice of change of terms or provisions of tenancy.**

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

870 **§ 55-225.33. Rules and regulations.**

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

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

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

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

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

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

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

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

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

892 **§ 55-225.34. Access; consent; correction of nonemergency conditions; relocation of tenant.**

893 A. The tenant shall not unreasonably withhold consent to the landlord to enter into the dwelling unit
 894 in order to inspect the premises; make necessary or agreed repairs, decorations, alterations, or
 895 improvements; supply necessary or agreed-upon services; or exhibit the dwelling unit to prospective or
 896 actual purchasers, mortgagees, tenants, workmen, or contractors. If, upon inspection of a dwelling unit
 897 during the term of a tenancy, the landlord determines there is a violation by the tenant of § 55-225.4 or
 898 the rental agreement materially affecting health and safety that can be remedied by repair, replacement
 899 of a damaged item, or cleaning in accordance with § 55-225.46, the landlord may make such repairs
 900 and send the tenant an invoice for payment. If, upon inspection of the dwelling unit during the term of a
 901 tenancy, the landlord discovers a violation of the rental agreement or other applicable law, the landlord
 902 may send a written notice of termination pursuant to § 55-225.43. If the rental agreement so provides
 903 and if a tenant without reasonable justification declines to permit the landlord or managing agent to
 904 exhibit the dwelling unit for sale or lease, the landlord may recover damages, costs, and reasonable
 905 attorney fees against such tenant.

906 The landlord may enter the dwelling unit without consent of the tenant in case of emergency. The
 907 landlord shall not abuse the right of access or use it to harass the tenant. Except in case of emergency
 908 or if it is impractical to do so, the landlord shall give the tenant notice of his intent to enter and may
 909 enter only at reasonable times. Unless impractical to do so, the landlord shall give the tenant at least
 910 24 hours' notice of routine maintenance to be performed that has not been requested by the tenant. If

911 *the tenant makes a request for maintenance, the landlord is not required to provide notice to the tenant.*
 912 *During the pendency of an unlawful detainer filed by the landlord against the tenant, the landlord may*
 913 *request the court to enter an order requiring the tenant to provide the landlord access to such dwelling*
 914 *unit.*

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

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

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

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

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

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

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

947 **§ 55-225.35. Fire or casualty damage.**

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

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

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

966 **§ 55-225.36. Use and occupancy by tenant.**

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

968 **§ 55-225.37. Tenant to surrender possession of dwelling unit.**

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

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

974 **§ 55-225.38. Periodic tenancy; holdover remedies.**

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

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

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

998 **§ 55-225.39. Remedies for absence, nonuse and abandonment.**

999 If the rental agreement requires the tenant to give notice to the landlord of an anticipated extended
1000 absence in excess of seven days and the tenant fails to do so, the landlord may recover actual damages
1001 from the tenant. During any absence of the tenant in excess of seven days, the landlord may enter the
1002 dwelling unit at times reasonably necessary to protect his possessions and property. The rental
1003 agreement is deemed to be terminated by the landlord as of the date of abandonment by the tenant. If
1004 the landlord cannot determine whether the premises have been abandoned by the tenant, the landlord
1005 shall serve written notice on the tenant in accordance with § 55-225.20 requiring the tenant to give
1006 written notice to the landlord within seven days that the tenant intends to remain in occupancy of the
1007 premises. If the tenant gives such written notice to the landlord, or if the landlord otherwise determines
1008 that the tenant remains in occupancy of the premises, the landlord shall not treat the premises as having
1009 been abandoned. Unless the landlord receives written notice from the tenant or otherwise determines
1010 that the tenant remains in occupancy of the premises, upon the expiration of seven days from the date of
1011 the landlord's notice to the tenant, there shall be rebuttable presumption that the premises have been
1012 abandoned by the tenant and the rental agreement shall be deemed to terminate on that date. The
1013 landlord shall mitigate damages in accordance with § 55-225.48.

1014 **§ 55-225.40. Disposal of property abandoned by tenants.**

1015 If any items of personal property are left in the dwelling unit, the premises, or in any storage area
1016 provided by the landlord, after the rental agreement has terminated and delivery of possession has
1017 occurred, the landlord may consider such property to be abandoned. The landlord may dispose of the
1018 property so abandoned as the landlord sees fit or appropriate, provided that he has (i) given a
1019 termination notice to the tenant in accordance with this chapter, which includes a statement that any
1020 items of personal property left in the dwelling unit or the premises would be disposed of within the
1021 24-hour period after termination, (ii) given written notice to the tenant in accordance with § 55-225.39,
1022 which includes a statement that any items of personal property left in the dwelling unit or the premises
1023 would be disposed of within the 24-hour period after expiration of the seven-day notice period, or (iii)
1024 given a separate written notice to the tenant, which includes a statement that any items of personal
1025 property left in the dwelling unit or the premises would be disposed of within 24 hours after expiration
1026 of a 10-day period from the date such notice was given to the tenant. Any written notice to the tenant
1027 shall be given in accordance with § 55-225.20. The tenant shall have the right to remove his personal
1028 property from the dwelling unit or the premises at reasonable times during the 24-hour period after
1029 termination or at such other reasonable times until the landlord has disposed of the remaining personal
1030 property of the tenant.

1031 During the 24-hour period and until the landlord disposes of the remaining personal property of the
1032 tenant, the landlord shall not have any liability for the risk of loss for such personal property. If the

1033 landlord fails to allow reasonable access to the tenant to remove his personal property as provided in
 1034 this section, the tenant shall have a right to injunctive or other relief as provided by law. If the landlord
 1035 received any funds from any sale of abandoned property as provided in this section, the landlord shall
 1036 pay such funds to the account of the tenant and apply same to any amounts due the landlord by the
 1037 tenant, including the reasonable costs incurred by the landlord in selling, storing, or safekeeping such
 1038 property. If any such funds are remaining after application, the remaining funds shall be treated as a
 1039 security deposit under the provisions of § 55-225.19. The provisions of this section shall not be
 1040 applicable if the landlord has been granted a writ of possession for the premises in accordance with
 1041 Title 8.01 and execution of such writ has been completed pursuant to § 8.01-470.

1042 **§ 55-225.41. Authority of sheriff to store and sell personal property removed from residential**
 1043 **premises; recovery of possession by owner; disposition or sale.**

1044 Notwithstanding the provisions of § 8.01-156, when personal property is removed from a dwelling
 1045 unit, the premises, or from any storage area provided by the landlord pursuant to an action of unlawful
 1046 detainer or ejection, or pursuant to any other action in which personal property is removed from the
 1047 dwelling unit in order to restore the dwelling unit to the person entitled thereto, the sheriff shall oversee
 1048 the removal of such personal property to be placed into the public way. The tenant shall have the right
 1049 to remove his personal property from the public way during the 24-hour period after eviction. Upon the
 1050 expiration of the 24-hour period after eviction, the landlord shall remove, or dispose of, any such
 1051 personal property remaining in the public way.

1052 At the landlord's request, any personal property removed pursuant to this section shall be placed
 1053 into a storage area designated by the landlord, which may be the dwelling unit. The tenant shall have
 1054 the right to remove his personal property from the landlord's designated storage area at reasonable
 1055 times during the 24 hours after eviction from the landlord's or at such other reasonable times until the
 1056 landlord has disposed of the property as provided herein. During that 24-hour period and until the
 1057 landlord disposes of the remaining personal property of the tenant, the landlord and the sheriff shall not
 1058 have any liability for the risk of loss for such personal property. If the landlord fails to allow
 1059 reasonable access to the tenant to remove his personal property as provided herein, the tenant shall
 1060 have a right to injunctive or other relief as otherwise provided by law.

1061 Any property remaining in the landlord's storage area upon the expiration of the 24-hour period
 1062 after eviction may be disposed of by the landlord as the landlord sees fit or appropriate. If the landlord
 1063 receives any funds from any sale of such remaining property, the landlord shall pay such funds to the
 1064 account of the tenant and apply same to any amounts due the landlord by the tenant, including the
 1065 reasonable costs incurred by the landlord in the eviction process described in this section or the
 1066 reasonable costs incurred by the landlord in selling or storing such property. If any funds are remaining
 1067 after application, the remaining funds shall be treated as security deposit under applicable law.

1068 The notice posted by the sheriff setting the date and time of the eviction, pursuant to § 8.01-470,
 1069 shall provide notice to the tenant of the rights afforded to tenants in this section and shall include in the
 1070 said notice a copy of this statute attached to, or made a part of, this notice.

1071 Nothing herein shall affect the right of a landlord to enforce an inchoate or perfected lien of the
 1072 landlord on the personal property of a tenant: in a dwelling unit or on such premises leased to such
 1073 tenant; and the right of a landlord to distress, levy, and seize such personal property as otherwise
 1074 provided by law.

1075 **§ 55-225.42. Disposal of property of deceased tenants.**

1076 A. If a tenant who is the sole tenant under a written rental agreement still residing in the dwelling
 1077 unit dies, and there is no person authorized by order of the circuit court to handle probate matters for
 1078 the deceased tenant, the landlord may dispose of the personal property left in the dwelling unit or upon
 1079 the premises. However, the landlord shall give at least 10 days' written notice to (i) the person
 1080 identified in the rental application, lease agreement, or other landlord document as the authorized
 1081 person to contact in the event of the death or emergency of the tenant or (ii) the tenant in accordance
 1082 with § 55-225.20 if no such person is identified in the rental application, lease agreement, or other
 1083 landlord document as the authorized contact person. The notice given under clause (i) or (ii) shall
 1084 include a statement that any items of personal property left in the premises would be treated as
 1085 abandoned property and disposed of in accordance with the provisions of § 55-225.40, if not claimed
 1086 within 10 days after written notice. Authorized occupants, or guests or invitees, are not allowed to
 1087 occupy the dwelling unit after the death of the sole remaining tenant and shall vacate the dwelling unit
 1088 prior to the end of such 10-day period.

1089 B. The landlord may request that such authorized contact person provide reasonable proof of
 1090 identification. Thereafter, the authorized contact person identified in the rental application, lease
 1091 agreement, or other landlord document may (i) have access to the dwelling unit or the premises and to
 1092 the tenant records maintained by the landlord and (ii) rightfully claim the personal property of the
 1093 deceased tenant and otherwise handle the affairs of the deceased tenant with the landlord.

1094 C. The rental agreement is deemed to be terminated by the landlord as of the date of death of the
 1095 tenant who is the sole tenant under a written rental agreement still residing in the dwelling unit, and
 1096 the landlord shall not be required to seek an order of possession from a court of competent jurisdiction.
 1097 The estate of the tenant shall remain liable for actual damages under § 55-225.48, and the landlord
 1098 shall mitigate damages as provided thereunder.

1099 **§ 55-225.43. Noncompliance with rental agreement; monetary penalty.**

1100 A. Except as provided in this chapter, if there is a material noncompliance by the tenant with the
 1101 rental agreement or a violation of § 55-225.4 materially affecting health and safety, the landlord may
 1102 serve a written notice on the tenant specifying the acts and omissions constituting the breach and stating
 1103 that the rental agreement will terminate upon a date not less than 30 days after receipt of the notice if
 1104 the breach is not remedied in 21 days, and that the rental agreement shall terminate as provided in the
 1105 notice.

1106 B. If the breach is remediable by repairs or the payment of damages or otherwise and the tenant
 1107 adequately remedies the breach prior to the date specified in the notice, the rental agreement shall not
 1108 terminate.

1109 C. If the tenant commits a breach that is not remediable, the landlord may serve a written notice on
 1110 the tenant specifying the acts and omissions constituting the breach and stating that the rental
 1111 agreement will terminate upon a date not less than 30 days after receipt of the notice. Notwithstanding
 1112 anything to the contrary contained elsewhere in this chapter, when a breach of the tenant's obligations
 1113 under this chapter or the rental agreement involves or constitutes a criminal or a willful act that is not
 1114 remediable and that poses a threat to health or safety, the landlord may terminate the rental agreement
 1115 immediately and proceed to obtain possession of the premises. For purposes of this subsection, any
 1116 illegal drug activity involving a controlled substance, as used or defined by the Drug Control Act
 1117 (§ 54.1-3400 et seq.), or any activity that involves or constitutes a criminal or willful act that also poses
 1118 a threat to health or safety, by the tenant, the tenant's authorized occupants, or the tenant's guests or
 1119 invitees shall constitute an immediate nonremediable violation for which the landlord may proceed to
 1120 terminate the tenancy without the necessity of waiting for a conviction of any criminal offense that may
 1121 arise out of the same actions. In order to obtain an order of possession from a court of competent
 1122 jurisdiction terminating the tenancy for illegal drug activity or for any other activity that constitutes a
 1123 criminal or willful act that also poses a threat to health or safety, the landlord shall prove any such
 1124 violations by a preponderance of the evidence. However, where the illegal drug activity or any other
 1125 activity that involves or constitutes a criminal or willful act is engaged in by a tenant's authorized
 1126 occupants, or guests or invitees, the tenant shall be presumed to have knowledge of such activities
 1127 unless the presumption is rebutted by a preponderance of the evidence. The initial hearing on the
 1128 landlord's action for immediate possession of the premises shall be held within 15 calendar days from
 1129 the date of service on the tenant; however, the court shall order an earlier hearing when emergency
 1130 conditions are alleged to exist upon the premises which constitute an immediate threat to the health or
 1131 safety of the other tenants. After the initial hearing, if the matter is scheduled for a subsequent hearing
 1132 or for a contested trial, the court, to the extent practicable, shall order that the matter be given priority
 1133 on the court's docket. Such subsequent hearing or contested trial shall be heard no later than 30
 1134 calendar days from the date of service on the tenant. During the interim period between the date of the
 1135 initial hearing and the date of any subsequent hearing or contested trial, the court may afford any
 1136 further remedy or relief as is necessary to protect the interests of parties to the proceeding or the
 1137 interests of any other tenant residing on the premises. Failure by the court to hold either of the hearings
 1138 within the time limits set out herein shall not be a basis for dismissal of the case.

1139 D. If the tenant is a victim of family abuse as defined in § 16.1-228 that occurred in the dwelling
 1140 unit or on the premises and the perpetrator is barred from the dwelling unit pursuant to § 55-225.44
 1141 based upon information provided by the tenant to the landlord, or by a protective order from a court of
 1142 competent jurisdiction pursuant to § 16.1-253.1, 16.1-279.1, or subsection B of § 20-103, the lease shall
 1143 not terminate due solely to an act of family abuse against the tenant. However, these provisions shall
 1144 not be applicable if (i) the tenant fails to provide written documentation corroborating the tenant's
 1145 status as a victim of family abuse and the exclusion from the dwelling unit of the perpetrator no later
 1146 than 21 days from the alleged offense or (ii) the perpetrator returns to the dwelling unit or the
 1147 premises, in violation of a bar notice, and the tenant fails promptly to notify the landlord within 24
 1148 hours thereafter that the perpetrator has returned to the dwelling unit or the premises, unless the tenant
 1149 proves by a preponderance of the evidence that the tenant had no actual knowledge that the perpetrator
 1150 violated the bar notice, or it was not possible for the tenant to notify the landlord within 24 hours, in
 1151 which case the tenant shall promptly notify the landlord, but in no event more than seven days
 1152 thereafter. If the provisions of this subsection are not applicable, the tenant shall remain responsible for
 1153 the acts of the other co-tenants, authorized occupants, or guests or invitees pursuant to § 55-225.4, and
 1154 is subject to termination of the tenancy pursuant to the lease and this chapter.

1155 *E. If the tenant has been served with a prior written notice that required the tenant to remedy a*
 1156 *breach, and the tenant remedied such breach, where the tenant intentionally commits a subsequent*
 1157 *breach of a like nature as the prior breach, the landlord may serve a written notice on the tenant*
 1158 *specifying the acts and omissions constituting the subsequent breach, make reference to the prior breach*
 1159 *of a like nature, and state that the rental agreement will terminate upon a date not less than 30 days*
 1160 *after receipt of the notice.*

1161 *F. If rent is unpaid when due, and the tenant fails to pay rent within five days after written notice is*
 1162 *served on him notifying the tenant of his nonpayment, and of the landlord's intention to terminate the*
 1163 *rental agreement if the rent is not paid within the five-day period, the landlord may terminate the rental*
 1164 *agreement and proceed to obtain possession of the premises as provided in § 55-225.48. If a check for*
 1165 *rent is delivered to the landlord drawn on an account with insufficient funds, or if an electronic funds*
 1166 *transfer has been rejected because of insufficient funds or a stop-payment order has been placed in bad*
 1167 *faith by the authorizing party, and the tenant fails to pay rent within five days after written notice is*
 1168 *served on him notifying the tenant of his nonpayment and of the landlord's intention to terminate the*
 1169 *rental agreement if the rent is not paid by cash, cashier's check, certified check, or a completed*
 1170 *electronic funds transfer within the five-day period, the landlord may terminate the rental agreement and*
 1171 *proceed to obtain possession of the premises as provided in § 55-225.48. Nothing shall be construed to*
 1172 *prevent a landlord from seeking an award of costs or attorney fees under § 8.01-27.1 or civil recovery*
 1173 *under § 8.01-27.2, as a part of other damages requested on the unlawful detainer filed pursuant to*
 1174 *§ 8.01-126, provided the landlord has given notice in accordance with § 55-225.20, which notice may be*
 1175 *included in the five-day termination notice provided in accordance with this section.*

1176 *G. Except as provided in this chapter, the landlord may recover damages and obtain injunctive relief*
 1177 *for any noncompliance by the tenant with the rental agreement or § 55-225.4. In the event of a breach*
 1178 *of the rental agreement or noncompliance by the tenant, the landlord shall be entitled to recover from*
 1179 *the tenant the following, regardless of whether or not a lawsuit is filed or an order obtained from a*
 1180 *court: (i) rent due and owing as contracted for in the rental agreement, (ii) other charges and fees as*
 1181 *contracted for in the rental agreement, (iii) late charges contracted for in the rental agreement, (iv)*
 1182 *reasonable attorney fees as contracted for in the rental agreement or as provided by law, (v) costs of*
 1183 *the proceeding as contracted for in the rental agreement or as provided by law only if court action has*
 1184 *been filed, and (vi) damages to the dwelling unit or premises as contracted for in the rental agreement.*

1185 *H. In a case where a lawsuit is pending before the court upon a breach of the rental agreement or*
 1186 *noncompliance by the tenant and the landlord prevails, the court shall award a money judgment to the*
 1187 *landlord and against the tenant for the relief requested, which may include the following: (i) rent due*
 1188 *and owing as of the court date as contracted for in the rental agreement; (ii) other charges and fees as*
 1189 *contracted for in the rental agreement; (iii) late charges contracted for in the rental agreement; (iv)*
 1190 *reasonable attorney fees as contracted for in the rental agreement or as provided by law, unless in any*
 1191 *such action the tenant proves by a preponderance of the evidence that the tenant's failure to pay rent or*
 1192 *vacate was reasonable; (v) costs of the proceeding as contracted for in the rental agreement or as*
 1193 *provided by law; and (vi) damages to the dwelling unit or premises.*

1194 **§ 55-225.44. Barring guest or invitee of tenants.**

1195 *A. A guest or invitee of a tenant may be barred from the premises by the landlord upon written*
 1196 *notice served personally upon the guest or invitee of the tenant for conduct on the landlord's property*
 1197 *where the premises are located that violates the terms and conditions of the rental agreement, a local*
 1198 *ordinance, or a state or federal law. A copy of the notice must be served upon the tenant in accordance*
 1199 *with this chapter. The notice shall describe the conduct of the guest or invitee that is the basis for the*
 1200 *landlord's action.*

1201 *B. In addition to the remedies against the tenant authorized by this chapter, a landlord may apply to*
 1202 *the magistrate for a warrant for trespass, provided that the guest or invitee has been served in*
 1203 *accordance with subsection A.*

1204 *C. The tenant may file a tenant's assertion, in accordance with § 55-225.12, requesting that the*
 1205 *general district court review the landlord's action to bar the guest or invitee.*

1206 **§ 55-225.45. Sheriff authorized to serve certain notices; fees therefor.**

1207 *The sheriff of any county or city, upon request, may deliver any notice to a tenant on behalf of a*
 1208 *landlord or lessor under the provisions of § 55-225.20. For this service, the sheriff shall be allowed a*
 1209 *fee not to exceed \$12.*

1210 **§ 55-225.46. Remedy by repair, etc.; emergencies.**

1211 *If there is a violation by the tenant of § 55-225.4 or the rental agreement materially affecting health*
 1212 *and safety that can be remedied by repair, replacement of a damaged item, or cleaning, the landlord*
 1213 *shall send a written notice to the tenant specifying the breach and stating that the landlord will enter*
 1214 *the dwelling unit and perform the work in a workmanlike manner, and submit an itemized bill for the*
 1215 *actual and reasonable cost therefor to the tenant, which shall be due as rent on the next rent due date,*

1216 or if the rental agreement has terminated, for immediate payment.

1217 In case of emergency the landlord may, as promptly as conditions require, enter the dwelling unit,
1218 perform the work in a workmanlike manner, and submit an itemized bill for the actual and reasonable
1219 cost therefor to the tenant, which shall be due as rent on the next rent due date, or if the rental
1220 agreement has terminated, for immediate payment.

1221 The landlord may perform the repair, replacement, or cleaning or may engage a third party to do
1222 so.

1223 **§ 55-225.47. Landlord's acceptance of rent with reservation.**

1224 A. Provided that the landlord has given written notice to the tenant that the rent will be accepted
1225 with reservation, the landlord may accept full or partial payment of all rent and receive an order of
1226 possession from a court of competent jurisdiction pursuant to an unlawful detainer action filed under
1227 Article 13 (§ 8.01-124 et seq.) of Chapter 3 of Title 8.01 and proceed with eviction under § 55-225.41.
1228 Such notice shall be included in a written termination notice given by the landlord to the tenant in
1229 accordance with § 55-225.43 or in a separate written notice given by the landlord to the tenant within
1230 five business days of receipt of the rent. Unless the landlord has given such notice in a termination
1231 notice in accordance with § 55-225.43, the landlord shall continue to give a separate written notice to
1232 the tenant within five business days of receipt of the rent that the landlord continues to accept the rent
1233 with reservation in accordance with this section until such time as the violation alleged in the
1234 termination notice has been remedied or the matter has been adjudicated in a court of competent
1235 jurisdiction. If the dwelling unit is a public housing unit or other housing unit subject to regulation by
1236 the Department of Housing and Urban Development, the landlord shall be deemed to have accepted rent
1237 with reservation pursuant to this subsection if the landlord gives the tenant the written notice required
1238 herein for the portion of the rent paid by the tenant.

1239 B. Subsequent to the entry of an order of possession by a court of competent jurisdiction but prior to
1240 eviction pursuant to § 55-225.41, the landlord may accept all amounts owed to the landlord by the
1241 tenant, including full payment of any money judgment, award of attorney fees, and court costs, and all
1242 subsequent rents that may be paid prior to eviction, and proceed with eviction, provided that the
1243 landlord has given the tenant written notice that any such payment would be accepted with reservation
1244 and would not constitute a waiver of the landlord's right to evict the tenant from the dwelling unit.
1245 However, if a landlord enters into a new written rental agreement with the tenant prior to eviction, an
1246 order of possession obtained prior to the entry of such new rental agreement is not enforceable. Such
1247 notice shall be given in a separate written notice given by the landlord within five business days of
1248 receipt of payment of such money judgment, attorney fees and court costs, and all subsequent rents that
1249 may be paid prior to eviction. If the dwelling unit is a public housing unit or other housing unit subject
1250 to regulation by the Department of Housing and Urban Development, the landlord shall be deemed to
1251 have accepted rent with reservation pursuant to this subsection if the landlord gives the tenant the
1252 written notice required herein for the portion of the rent paid by the tenant. Writs of possession in cases
1253 of unlawful entry and detainer are otherwise subject to § 8.01-471.

1254 C. However, the tenant may pay or present to the court a redemption tender for payment of all rent
1255 due and owing as of the return date, including late charges, attorney fees, and court costs, at or before
1256 the first return date on an action for unlawful detainer. For purposes of this section, "redemption
1257 tender" means a written commitment to pay all rent due and owing as of the return date, including late
1258 charges, attorney fees, and court costs, by a local government or nonprofit entity within 10 days of said
1259 return date.

1260 D. If the tenant presents a redemption tender to the court at the return date, the court shall continue
1261 the action for unlawful detainer for 10 days following the return date for payment to the landlord of all
1262 rent due and owing as of the return date, including late charges, attorney fees, and court costs and
1263 dismissal of the action upon such payment. Should the landlord not receive full payment of all rent due
1264 and owing as of the return date, including late charges, attorney fees, and court costs, within 10 days of
1265 the return date, the court shall, without further evidence, grant to the landlord judgment for all amounts
1266 due and immediate possession of the premises.

1267 E. In cases of unlawful detainer, a tenant may pay the landlord or his attorney or pay into court all
1268 (i) rent due and owing as of the court date as contracted for in the rental agreement, (ii) other charges
1269 and fees as contracted for in the rental agreement, (iii) late charges contracted for in the rental
1270 agreement, (iv) reasonable attorney fees as contracted for in the rental agreement or as provided by
1271 law, and (v) costs of the proceeding as provided by law, at which time the unlawful detainer proceeding
1272 shall be dismissed. A tenant may invoke the rights granted in this section no more than one time during
1273 any 12-month period of continuous residency in the dwelling unit, regardless of the term of the rental
1274 agreement or any renewal term thereof.

1275 **§ 55-225.48. Remedy after termination.**

1276 If the rental agreement is terminated, the landlord may have a claim for possession and for rent and

1277 a separate claim for actual damages for breach of the rental agreement, reasonable attorney fees as
 1278 provided in § 55-225.43, and the cost of service of any notice under § 55-225.20 or process by a sheriff
 1279 or private process server, which cost shall not exceed the amount authorized by § 55-225.41, which
 1280 claims may be enforced, without limitation, by the institution of an action for unlawful entry or detainer.
 1281 Actual damages for breach of the rental agreement may include a claim for such rent as would have
 1282 accrued until the expiration of the term thereof or until a tenancy pursuant to a new rental agreement
 1283 commences, whichever first occurs, provided that nothing herein contained shall diminish the duty of the
 1284 landlord to mitigate actual damages for breach of the rental agreement. In obtaining post-possession
 1285 judgments for actual damages as defined herein, the landlord shall not seek a judgment for accelerated
 1286 rent through the end of the term of the tenancy.

1287 In any unlawful detainer action brought by the landlord, this section shall not be construed to
 1288 prevent the landlord from being granted by the court a simultaneous judgment for money due and for
 1289 possession of the premises without a credit for any security deposit. Upon the tenant's vacating the
 1290 premises either voluntarily or by a writ of possession, security deposits shall be credited to the tenant's
 1291 account by the landlord in accordance with the requirements of § 55-225.19.

1292 **§ 55-226. Nonresidential buildings destroyed or lessee deprived of possession; covenant to pay**
 1293 **rent or repair; reduction of rent.**

1294 No covenant or promise by a lessee of nonresidential property to pay the rent, or that he will keep
 1295 or leave the premises in good repair, shall have the effect, if the buildings thereon be destroyed by fire
 1296 or otherwise, in whole or in part, without fault or negligence on his part, or if he be deprived of the
 1297 possession of the premises by the public enemy, of binding him to make such payment or repair or erect
 1298 such buildings again, unless there be other words showing it to be the intent of the parties that he
 1299 should be so bound. But in case of such destruction there shall be a reasonable reduction of the rent for
 1300 such time as may elapse until there be again upon the premises buildings of as much value to the tenant
 1301 for his purposes as what may have been so destroyed; and, in case of such deprivation of possession, a
 1302 like reduction until possession of the premises be restored to him.

1303 **§ 55-226.2. Energy submetering, energy allocation equipment, sewer and water submetering**
 1304 **equipment, ratio utility billings systems; local government fees.**

1305 A. Energy submetering equipment, energy allocation equipment, water and sewer submetering
 1306 equipment, or a ratio utility billing system may be used in a commercial or residential building,
 1307 manufactured home park, or campground if clearly stated in the rental agreement or lease for the leased
 1308 premises or dwelling unit. All energy submetering equipment and energy allocation equipment shall
 1309 meet the requirements and standards established and enforced by the State Corporation Commission
 1310 pursuant to § 56-245.3.

1311 B. If energy submetering equipment, water and sewer submetering equipment, or energy allocation
 1312 equipment is used in any building, manufactured home park, or campground, the owner, manager, or
 1313 operator of the building, manufactured home park, or campground shall bill the tenant for electricity, oil,
 1314 natural gas or water and sewer for the same billing period as the utility serving the building or
 1315 campground, unless the rental agreement or lease expressly provides otherwise. The owner, manager, or
 1316 operator of the building, manufactured home park, or campground may charge and collect from the
 1317 tenant additional service charges, including, but not limited to, monthly billing fees, account set-up fees
 1318 or account move-out fees, to cover the actual costs of administrative expenses and billing charged to the
 1319 building, manufactured home park, or campground owner, manager, or operator by a third-party provider
 1320 of such services, provided that such charges are agreed to by the building or campground owner and the
 1321 tenant in the rental agreement or lease. The building or campground owner may require the tenant to
 1322 pay a late charge of up to \$5 if the tenant fails to make payment when due, which shall not be less than
 1323 15 days following the date of mailing or delivery of the bill sent pursuant to this section.

1324 C. If a ratio utility billing system is used in any building, manufactured home park, or campground,
 1325 in lieu of increasing the rent, the owner, manager, or operator of the building, manufactured home park,
 1326 or campground may employ such a program that utilizes a mathematical formula for allocating, among
 1327 the tenants in a building, manufactured home park, or campground, the actual or anticipated water,
 1328 sewer, electrical, oil, or natural gas billings billed to the building or campground owner from a
 1329 third-party provider of the utility service. The owner, manager, or operator of the building, manufactured
 1330 home park, or campground may charge and collect from the tenant additional service charges, including
 1331 but not limited to monthly billing fees, account set-up fees, or account move-out fees, to cover the
 1332 actual costs of administrative expenses and billings charged to the building, manufactured home park, or
 1333 campground owner, manager, or operator by a third-party provider of such services, provided that such
 1334 charges are agreed to by the building, manufactured home park, or campground owner and the tenant in
 1335 the rental agreement or lease. The building, manufactured home park, or campground owner may require
 1336 the tenant to pay a late charge of up to \$5 if the tenant fails to make payment when due, which shall
 1337 not be less than 15 days following the date of mailing or delivery of the bill sent pursuant to this

1338 section. The late charge shall be deemed rent (i) as defined in § 55-248.4 if a ratio utility billing system
 1339 is used in a residential multifamily dwelling unit subject to the Virginia Residential Landlord and Tenant
 1340 Act (§ 55-248.2 et seq.) or (ii) as defined in § 55-248.41 if a ratio utility billing system is used in
 1341 manufactured home park subject to the Manufactured Home Lot Rental Act (55-248.41 et seq.).

1342 D. Energy allocation equipment shall be tested periodically by the owner, operator or manager of the
 1343 building, manufactured home park, or campground. Upon the request by a tenant, the owner shall test
 1344 the energy allocation equipment without charge. The test conducted without charge to the tenant shall
 1345 not be conducted more frequently than once in a 24-month period for the same tenant. The tenant or his
 1346 designated representative may be present during the testing of the energy allocation equipment. A
 1347 written report of the results of the test shall be made to the tenant within 10 working days after the
 1348 completion of the test.

1349 E. The owner of any building, manufactured home park, or campground shall maintain adequate
 1350 records regarding energy submetering equipment, water and sewer submetering equipment, energy
 1351 allocation equipment, or a ratio utility billing system. A tenant may inspect and copy the records for the
 1352 leased premises during reasonable business hours at a convenient location within the building or
 1353 campground. The owner of the building or campground may impose and collect a reasonable charge for
 1354 copying documents, reflecting the actual costs of materials and labor for copying, prior to providing
 1355 copies of the records to the tenant.

1356 F. Notwithstanding any enforcement action undertaken by the State Corporation Commission
 1357 pursuant to its authority under § 56-245.3, tenants and owners shall retain any private right of action
 1358 resulting from any breach of the rental agreement or lease terms required by this section or § 56-245.3,
 1359 if applicable, to the same extent as such actions may be maintained for breach of other terms of the
 1360 rental agreement or lease under Chapter 13 (§ 55-217 et seq.) or Chapter 13.2 (§ 55-248.2 et seq.) of
 1361 this title, if applicable. The use of energy submetering equipment, water and sewer submetering
 1362 equipment, energy allocation equipment, or a ratio utility billing system is not within the jurisdiction of
 1363 the Department of Agriculture and Consumer Services under Chapter 56 (§ 3.2-5600 et seq.) of Title
 1364 3.2.

1365 G. In lieu of increasing the rent, the owner, manager, or operator of a commercial or residential
 1366 building, manufactured home park, or campground may employ a program that utilizes a mathematical
 1367 formula for allocating the actual or anticipated local government fees billed to the building,
 1368 manufactured home park, or campground owner among the tenants in such building, manufactured home
 1369 park, or campground if clearly stated in the rental agreement or lease for the leased premises or
 1370 dwelling unit. Permitted allocation methods may include formulas based upon square footage,
 1371 occupancy, number of bedrooms, or some other specific method agreed to by the building, manufactured
 1372 home park, or campground owner and the tenant in the rental agreement or lease. Such owner, manager,
 1373 or operator of a commercial or residential building, manufactured home park, or campground may also
 1374 charge and collect from each tenant additional service charges, including monthly billing fees, account
 1375 set-up fees, or account move-out fees, to cover the actual costs of administrative expenses for
 1376 administration of such a program. If the building is residential and is subject to (i) the Virginia
 1377 Residential Landlord and Tenant Act (§ 55-248.2 et seq.), such local government fees and administrative
 1378 expenses shall be deemed to be rent as defined in § 55-248.4 or (ii) the Manufactured Home Lot Rental
 1379 Act (55-248.41 et seq.), such local government fees and administrative expenses shall be deemed to be
 1380 rent as defined in § 55-248.41.

1381 H. Nothing in this section shall be construed to prohibit an owner, manager, or operator of a
 1382 commercial or residential building, manufactured home park, or campground from including water,
 1383 sewer, electrical, natural gas, *oil*, or other utilities in the amount of rent as specified in the rental
 1384 agreement or lease.

1385 I. As used in this section:

1386 "Building" means all of the individual units served through the same utility-owned meter within a
 1387 commercial or residential building that is defined in subsection A of § 56-245.2 as an apartment building
 1388 or house, office building or shopping center, or all of the individual dwelling units served through the
 1389 same utility-owned meter within a manufactured home park as defined in § 55-248.41.

1390 "Campground" means the same as that term is defined in § 35.1-1.

1391 "Campsite" means the same as that term is defined in § 35.1-1.

1392 "Energy allocation equipment" has the same meaning ascribed to such term in subsection A of
 1393 § 56-245.2.

1394 "Energy submetering equipment" has the same meaning ascribed to "submetering equipment" in
 1395 subsection A of § 56-245.2.

1396 "Local government fees" means any local government charges or fees assessed against a commercial
 1397 or residential building or campground, including stormwater, recycling, trash collection, elevator testing,
 1398 fire or life safety testing, or residential rental inspection programs.

1399 "Ratio utility billing system" means a program that utilizes a mathematical formula for allocating,
 1400 among the tenants in a building or campground, the actual or anticipated water, sewer, electrical, *oil*, or
 1401 natural gas billings billed to the building or campground owner from a third-party provider of the utility
 1402 service. Permitted allocation methods may include formulas based upon square footage, occupancy,
 1403 number of bedrooms, or some other specific method agreed to by the building or campground owner
 1404 and the tenant in the rental agreement or lease.

1405 "Water and sewer submetering equipment" means equipment used to measure actual water or sewer
 1406 usage in any dwelling unit or nonresidential rental unit, as defined in subsection A of § 56-245.2 or
 1407 campsite, when such equipment is not owned or controlled by the utility or other provider of water or
 1408 sewer service that provides service to the building in which the dwelling unit or nonresidential rental
 1409 unit is located or campground where the campsite is located.

1410 **§ 55-237.1. Authority of sheriffs to store and sell personal property removed from**
 1411 **nonresidential premises; recovery of possession by owner; disposition or sale.**

1412 Notwithstanding the provisions of § 8.01-156, when personal property is removed from any leased or
 1413 rented commercial or ~~residential~~ *nonresidential* premises pursuant to an action of unlawful detainer or
 1414 ejectment, or pursuant to any other action in which personal property is removed from the premises in
 1415 order to restore such premises to the person entitled thereto, the sheriff shall oversee the removal of
 1416 such personal property to be placed into the public way. The tenant shall have the right to remove his
 1417 personal property from the public way during the 24-hour period after eviction. Upon the expiration of
 1418 the 24-hour period after eviction, the landlord shall remove, or dispose of, any such personal property
 1419 remaining in the public way.

1420 At the landlord's request, any personal property removed pursuant to this section shall be placed into
 1421 a storage area designated by the landlord, which may be the leased or rented premises. The tenant shall
 1422 have the right to remove his personal property from the landlord's designated storage area at reasonable
 1423 times during the 24 hours after eviction from the premises or at such other reasonable times until the
 1424 landlord has disposed of the property as provided herein. During that 24-hour period and until the
 1425 landlord disposes of the remaining personal property of the tenant, the landlord and the sheriff shall not
 1426 have any liability for the loss of such personal property. If the landlord fails to allow reasonable access
 1427 to the tenant to remove his personal property as provided herein, the tenant shall have a right to
 1428 injunctive relief and such other relief as may be provided by law.

1429 Any property remaining in the landlord's storage area upon the expiration of the 24-hour period after
 1430 eviction may be disposed of by the landlord as the landlord sees fit or appropriate. If the landlord
 1431 receives any funds from any sale of such remaining property, the landlord shall pay such funds to the
 1432 account of the tenant and apply same to any amounts due the landlord by the tenant, including the
 1433 reasonable costs incurred by the landlord in the eviction process described in this section or the
 1434 reasonable costs incurred by the landlord in selling or storing such property. If any funds are remaining
 1435 after application, the remaining funds shall be treated as security deposit under applicable law.

1436 The notice posted by the sheriff setting the date and time of the eviction, pursuant to § 8.01-470,
 1437 shall provide notice to the tenant of the rights afforded to tenants in this section and shall include in the
 1438 notice a copy of this statute attached to, or made a part of, this notice.

1439 Nothing herein shall affect the right of a landlord to enforce an inchoate or perfected lien of the
 1440 landlord on the personal property of a tenant of ~~any leased or rented commercial or residential premises,~~
 1441 *in a nonresidential premises leased to such tenant or the right* of a landlord to distress, levy, and seize
 1442 such personal property as otherwise provided by law.

1443 **§ 55-248.3:1. Applicability of chapter.**

1444 This chapter shall apply to all rental agreements entered into on or after July 1, 1974, which are not
 1445 exempted pursuant to § ~~55-248.5~~, and all provisions thereof A. *This chapter* shall apply to all
 1446 jurisdictions in the Commonwealth and may not be waived or otherwise modified, in whole or in part,
 1447 by the governing body of any locality, its boards and commissions or other instrumentalities, or by the
 1448 courts of the Commonwealth.

1449 *B. The provisions of this chapter shall apply to occupancy in all single-family and multifamily*
 1450 *residential dwelling units and multifamily dwelling unit located in the Commonwealth. However, where*
 1451 *the landlord is a natural person, an estate, or a legal entity that owns no more than two single-family*
 1452 *residential dwelling units in its own name subject to a rental agreement, such landlord may opt out of*
 1453 *the Virginia Residential Landlord and Tenant Act (§ 55-248.2 et seq.) by so stating in a rental*
 1454 *agreement with a tenant. Such residential dwelling units shall be exempt from this chapter and the*
 1455 *provisions of §§ 55-225.01 through 55-225.48 shall be applicable.*

1456 *The provisions of this chapter shall not apply to instances where occupancy under a contract of sale*
 1457 *of a dwelling unit or the property of which it is a part, if the occupant is the purchaser or a person*
 1458 *who succeeds to his interest.*

1459 *C. Tenancies and occupancies that are not residential tenancies. The following occupancies are not*

1460 residential tenancies under this chapter:

1461 1. Residence at a public or private institution, if incidental to detention or the provision of medical,
1462 geriatric, educational, counseling, religious, or similar services;

1463 2. Occupancy by a member of a fraternal or social organization in the portion of a structure
1464 operated for the benefit of the organization;

1465 3. Occupancy by an owner of a condominium unit or a holder of a proprietary lease in a
1466 cooperative;

1467 4. Occupancy in a campground as defined in § 35.1-1;

1468 5. Occupancy by a tenant who pays no rent pursuant to a rental agreement;

1469 6. Occupancy by an employee of a landlord whose right to occupancy in a multifamily dwelling unit
1470 is conditioned upon employment in and about the premises or an former employee whose occupancy
1471 continues less than 60 days; or

1472 7. Occupancy in a public housing unit or other housing unit subject to regulation by the Department
1473 of Housing and Urban Development, if the provisions of this chapter are inconsistent with the
1474 regulations of the Department of Housing and Urban Development.

1475 D. Occupancy in hotel, motel, and extended stay facility.

1476 1. A guest who is an occupant of a hotel, motel, extended stay facility, vacation residential facility,
1477 including those governed by the Virginia Real Estate Time-Share Act (§ 55-360 et seq.), boardinghouse,
1478 or similar transient lodging shall not be construed to be a tenant living in a dwelling unit if such
1479 person does not reside in such lodging as his primary residence. Such guest shall be exempt from this
1480 chapter, and the innkeeper or property owner, or his agent, shall have the right to use self-help eviction
1481 under Virginia law, without the necessity of the filing of an unlawful detainer action in a court of
1482 competent jurisdiction and the execution of a writ of possession issued pursuant to such action, which
1483 would otherwise be required under this chapter.

1484 2. A hotel, motel, extended stay facility, vacation residential facility, boardinghouse, or similar
1485 transient lodging shall be exempt from the provisions of this chapter if overnight sleeping
1486 accommodations are furnished to a person for consideration if such person does not reside in such
1487 lodging as his primary residence.

1488 3. If a person resides in a hotel, motel, extended stay facility, vacation residential facility, including
1489 those governed by the Virginia Real Estate Time-Share Act (§ 55-360 et seq.), boardinghouse, or similar
1490 transient lodging as his primary residence for fewer than 90 consecutive days, such lodging shall not be
1491 subject to the provisions of this chapter. However, the owner of such lodging establishment shall give a
1492 five-day written notice of nonpayment to a person residing in such lodging and, upon the expiration of
1493 the five-day period specified in the notice, may exercise self-help eviction if payment in full has not been
1494 received.

1495 4. If a person resides in a hotel, motel, extended stay facility, vacation residential facility, including
1496 those governed by the Virginia Real Estate Time-Share Act (§ 55-360 et seq.), boardinghouse, or similar
1497 transient lodging as his primary residence for more than 90 consecutive days or is subject to a written
1498 lease for more than 90 days, such lodging shall be subject to the provisions of this chapter.

1499 **§ 55-248.4. Definitions.**

1500 When used in this chapter, unless expressly stated otherwise:

1501 "Action" means recoupment, counterclaim, set off, or other civil suit and any other proceeding in
1502 which rights are determined, including without limitation actions for possession, rent, unlawful detainer,
1503 unlawful entry, and distress for rent.

1504 "Application deposit" means any refundable deposit of money, however denominated, including all
1505 money intended to be used as a security deposit under a rental agreement, or property, which is paid by
1506 a tenant to a landlord for the purpose of being considered as a tenant for a dwelling unit.

1507 "Application fee" means any nonrefundable fee, which is paid by a tenant to a landlord or managing
1508 agent for the purpose of being considered as a tenant for a dwelling unit. An application fee shall not
1509 exceed \$50, exclusive of any actual out-of-pocket expenses paid by the landlord to a third party
1510 performing background, credit, or other pre-occupancy checks on the applicant. However, where an
1511 application is being made for a dwelling unit which is a public housing unit or other housing unit
1512 subject to regulation by the Department of Housing and Urban Development, an application fee shall not
1513 exceed \$32, exclusive of any actual out-of-pocket expenses paid to a third party by the landlord
1514 performing background, credit, or other pre-occupancy checks on the applicant.

1515 "Assignment" means the transfer by any tenant of all interests created by a rental agreement.

1516 "Authorized occupant" means a person entitled to occupy a dwelling unit with the consent of the
1517 landlord, but who has not signed the rental agreement and therefore does not have the financial
1518 obligations as a tenant under the rental agreement.

1519 "Building or housing code" means any law, ordinance or governmental regulation concerning fitness
1520 for habitation, or the construction, maintenance, operation, occupancy, use or appearance of any structure

1521 or that part of a structure that is used as a home, residence or sleeping place by one person who
 1522 maintains a household or by two or more persons who maintain a common household.

1523 "Commencement date of rental agreement" means the date upon which the tenant is entitled to
 1524 occupy the dwelling unit as a tenant.

1525 "Dwelling unit" means a structure or part of a structure that is used as a home or residence by one
 1526 or more persons who maintain a household, including, but not limited to, a manufactured home.

1527 "Effective date of rental agreement" means the date upon which the rental agreement is signed by the
 1528 landlord and the tenant obligating each party to the terms and conditions of the rental agreement.

1529 "Facility" means something that is built, constructed, installed or established to perform some
 1530 particular function.

1531 "Good faith" means honesty in fact in the conduct of the transaction concerned.

1532 "Guest or invitee" means a person, other than the tenant or person authorized by the landlord to
 1533 occupy the premises, who has the permission of the tenant to visit but not to occupy the premises.

1534 "Interior of the dwelling unit" means the inside of the dwelling unit, consisting of interior walls,
 1535 floor, and ceiling, that enclose the dwelling unit as conditioned space from the outside air.

1536 "Landlord" means the owner, lessor or sublessor of the dwelling unit or the building of which such
 1537 dwelling unit is a part. "Landlord" also includes a managing agent of the premises who fails to disclose
 1538 the name of such owner, lessor or sublessor. Such managing agent shall be subject to the provisions of
 1539 § 16.1-88.03. Landlord shall not, however, include a community land trust as defined in § 55-221.1.

1540 "Managing agent" means a person authorized by the landlord to act on behalf of the landlord under
 1541 an agreement.

1542 "Mold remediation in accordance with professional standards" means mold remediation of that
 1543 portion of the dwelling unit or premises affected by mold, or any personal property of the tenant
 1544 affected by mold, performed consistent with guidance documents published by the United States
 1545 Environmental Protection Agency, the U.S. Department of Housing and Urban Development, the
 1546 American Conference of Governmental Industrial Hygienists (the Bioaerosols Manual), Standard
 1547 Reference Guides of the Institute of Inspection, Cleaning and Restoration for Water Damage Restoration
 1548 and Professional Mold Remediation, or any protocol for mold remediation prepared by an industrial
 1549 hygienist consistent with said guidance documents.

1550 *"Multifamily dwelling unit" means more than one single-family dwelling unit located in a building.*
 1551 *However, nothing in this definition shall be construed to apply to any nonresidential space in such*
 1552 *building.*

1553 "Natural person," wherever the chapter refers to an owner as a "natural person," includes co-owners
 1554 who are natural persons, either as tenants in common, joint tenants, tenants in partnership, tenants by the
 1555 entirety, trustees or beneficiaries of a trust, general partnerships, limited liability partnerships, registered
 1556 limited liability partnerships or limited liability companies, or any lawful combination of natural persons
 1557 permitted by law.

1558 "Notice" means notice given in writing by either regular mail or hand delivery, with the sender
 1559 retaining sufficient proof of having given such notice, which may be either a United States postal
 1560 certificate of mailing or a certificate of service confirming such mailing prepared by the sender.
 1561 However, a person shall be deemed to have notice of a fact if he has actual knowledge of it, he has
 1562 received a verbal notice of it, or from all of the facts and circumstances known to him at the time in
 1563 question, he has reason to know it exists. A person "notifies" or "gives" a notice or notification to
 1564 another by taking steps reasonably calculated to inform another person whether or not the other person
 1565 actually comes to know of it. If notice is given that is not in writing, the person giving the notice has
 1566 the burden of proof to show that the notice was given to the recipient of the notice.

1567 "Organization" means a corporation, government, governmental subdivision or agency, business trust,
 1568 estate, trust, partnership or association, two or more persons having a joint or common interest, or any
 1569 combination thereof, and any other legal or commercial entity.

1570 "Owner" means one or more persons or entities, jointly or severally, in whom is vested:

- 1571 1. All or part of the legal title to the property, or
- 1572 2. All or part of the beneficial ownership and a right to present use and enjoyment of the premises,
 1573 and the term includes a mortgagee in possession.

1574 "Person" means any individual, group of individuals, corporation, partnership, business trust,
 1575 association or other legal entity, or any combination thereof.

1576 "Premises" means a dwelling unit and the structure of which it is a part and facilities and
 1577 appurtenances therein and grounds, areas and facilities held out for the use of tenants generally or whose
 1578 use is promised to the tenant.

1579 "Processing fee for payment of rent with bad check" means the processing fee specified in the rental
 1580 agreement, not to exceed \$50, assessed by a landlord against a tenant for payment of rent with a check
 1581 drawn by the tenant on which payment has been refused by the payor bank because the drawer had no

1582 account or insufficient funds.

1583 "Readily accessible" means areas within the interior of the dwelling unit available for observation at
1584 the time of the move-in inspection that do not require removal of materials, personal property,
1585 equipment or similar items.

1586 "Rent" means all money, other than a security deposit, owed or paid to the landlord under the rental
1587 agreement, including prepaid rent paid more than one month in advance of the rent due date.

1588 "Rental agreement" or "lease agreement" means all agreements, written or oral, and valid rules and
1589 regulations adopted under § 55-248.17 embodying the terms and conditions concerning the use and
1590 occupancy of a dwelling unit and premises.

1591 "Rental application" means the written application or similar document used by a landlord to
1592 determine if a prospective tenant is qualified to become a tenant of a dwelling unit. A landlord may
1593 charge an application fee as provided in this chapter and may request a prospective tenant to provide
1594 information that will enable the landlord to make such determination. The landlord may photocopy each
1595 applicant's driver's license or other similar photo identification, containing either the applicant's social
1596 security number or control number issued by the Department of Motor Vehicles pursuant to § 46.2-342.
1597 However, a landlord shall not photocopy a U.S. government-issued identification so long as to do so is a
1598 violation of Title 18 U.S.C. Part I, Chapter 33, § 701. The landlord may require that each applicant
1599 provide a social security number issued by the U.S. Social Security Administration or an individual
1600 taxpayer identification number issued by the U.S. Internal Revenue Service, for the purpose of
1601 determining whether each applicant is eligible to become a tenant in the landlord's dwelling unit.

1602 "Roomer" means a person occupying a dwelling unit that lacks a major bathroom or kitchen facility,
1603 in a structure where one or more major facilities are used in common by occupants of the dwelling unit
1604 and other dwelling units. Major facility in the case of a bathroom means toilet, and either a bath or
1605 shower, and in the case of a kitchen means refrigerator, stove, or sink.

1606 "Security deposit" means any refundable deposit of money that is furnished by a tenant to a landlord
1607 to secure the performance of the terms and conditions of a rental agreement, as a security for damages
1608 to the leased premises, or as a pet deposit. However, such money shall be deemed an application deposit
1609 until the commencement date of the rental agreement. Security deposit shall not include a damage
1610 insurance policy or renter's insurance policy as those terms are defined in § 55-248.7:2 purchased by a
1611 landlord to provide coverage for a tenant.

1612 "Single-family residence" means a structure, other than a multi-family residential structure,
1613 maintained and used as a single dwelling unit, condominium unit, or any other dwelling unit that has
1614 direct access to a street or thoroughfare and shares neither heating facilities, hot water equipment, nor
1615 any other essential facility or service with any other dwelling unit.

1616 "Sublease" means the transfer by any tenant of any but not all interests created by a rental
1617 agreement.

1618 "Tenant" means a person entitled only under the terms of a rental agreement to occupy a dwelling
1619 unit to the exclusion of others and shall include roomer. Tenant shall not include (i) an authorized
1620 occupant, (ii) a guest or invitee, or (iii) any person who guarantees or cosigns the payment of the
1621 financial obligations of a rental agreement but has no right to occupy a dwelling unit.

1622 "Tenant records" means all information, including financial, maintenance, and other records about a
1623 tenant or prospective tenant, whether such information is in written or electronic form or other medium.
1624 A tenant may request copies of his tenant records pursuant to § 55-248.9:1.

1625 "Utility" means electricity, natural gas, water and sewer provided by a public service corporation or
1626 such other person providing utility services as permitted under § 56-1.2. If the rental agreement so
1627 provides, a landlord may use submetering equipment or energy allocation equipment as defined in
1628 § 56-245.2, or a ratio utility billing system as defined in § 55-226.2.

1629 "Visible evidence of mold" means the existence of mold in the dwelling unit that is visible to the
1630 naked eye by the landlord or tenant in areas within the interior of the dwelling unit readily accessible at
1631 the time of the move-in inspection.

1632 "Written notice" means notice given in accordance with § 55-248.6, including any representation of
1633 words, letters, symbols, numbers, or figures, whether (i) printed in or inscribed on a tangible medium or
1634 (ii) stored in an electronic form or other medium, retrievable in a perceivable form, and regardless of
1635 whether an electronic signature authorized by Chapter 42.1 (§ 59.1-479 et seq.) of Title 59.1 is affixed.
1636 The landlord may, in accordance with a written agreement, delegate to a managing agent or other third
1637 party the responsibility of providing any written notice required by this chapter.

1638 **§ 55-248.6. Notice.**

1639 A. As used in this chapter:

1640 "Notice" means notice given in writing by either regular mail or hand delivery, with the sender
1641 retaining sufficient proof of having given such notice, which may be either a United States postal
1642 certificate of mailing or a certificate of service confirming such mailing prepared by the sender.

1643 However, a person shall be deemed to have notice of a fact if he has actual knowledge of it, he has
 1644 received a verbal notice of it, or from all the facts and circumstances known to him at the time in
 1645 question, he has reason to know it exists. A person "notifies" or "gives" a notice or notification to
 1646 another by taking steps reasonably calculated to inform another person whether or not the other person
 1647 actually comes to know of it. If notice is given that is not in writing, the person giving the notice has
 1648 the burden of proof to show that the notice was given to the recipient of the notice.

1649 B. If the rental agreement so provides, the landlord and tenant may send notices in electronic form,
 1650 however any tenant who so requests may elect to send and receive notices in paper form. If electronic
 1651 delivery is used, the sender shall retain sufficient proof of the electronic delivery, which may be an
 1652 electronic receipt of delivery, a confirmation that the notice was sent by facsimile, or a certificate of
 1653 service prepared by the sender confirming the electronic delivery.

1654 In the case of the landlord, notice is served on the landlord at his place of business where the rental
 1655 agreement was made, or at any place held out by the landlord as the place for receipt of the
 1656 communication.

1657 C. In the case of the tenant, notice is served at the tenant's last known place of residence, which may
 1658 be the dwelling unit.

1659 D. Notice, knowledge or a notice or notification received by an organization is effective for a
 1660 particular transaction from the time it is brought to the attention of the person conducting that
 1661 transaction, or from the time it would have been brought to his attention if the organization had
 1662 exercised reasonable diligence.

1663 E. No notice of termination of tenancy served upon a tenant by a public housing authority organized
 1664 under the Housing Authorities Law (§ 36-1 et seq.) of Title 36 shall be effective unless it contains on its
 1665 first page, in type no smaller or less legible than that otherwise used in the body of the notice, the
 1666 name, address and telephone number of the legal services program, if any, serving the jurisdiction
 1667 wherein the premises are located.

1668 *F. The landlord may, in accordance with a written agreement, delegate to a managing agent or*
 1669 *other third party the responsibility of providing any written notice under this chapter. The landlord may*
 1670 *also engage an attorney at law to prepare or provide any written notice under this chapter or legal*
 1671 *process under Title 8.01. Nothing herein shall be construed to preclude use of an electronic signature as*
 1672 *defined in § 59.1-480, or an electronic notarization as defined in § 47.1-2, in any written notice under*
 1673 *this chapter or legal process under Title 8.01.*

1674 **§ 55-248.7. Terms and conditions of rental agreement; copy for tenant; accounting of rental**
 1675 **payments.**

1676 A. A landlord and tenant may include in a rental agreement, terms and conditions not prohibited by
 1677 this chapter or other rule of law, including rent, charges for late payment of rent, term of the agreement,
 1678 automatic renewal of the rental agreement, requirements for notice of intent to vacate or terminate the
 1679 rental agreement, and other provisions governing the rights and obligations of the parties.

1680 B. In the absence of a rental agreement, the tenant shall pay as rent the fair rental value for the use
 1681 and occupancy of the dwelling unit.

1682 C. Rent shall be payable without demand or notice at the time and place agreed upon by the parties.
 1683 Unless otherwise agreed, rent is payable at the place designated by the landlord and periodic rent is
 1684 payable at the beginning of any term of one month or less and otherwise in equal installments at the
 1685 beginning of each month. If the landlord receives from a tenant a written request for ~~an accounting~~ *a*
 1686 *written statement* of charges and payments, he shall provide the tenant with a written statement showing
 1687 all debits and credits over the tenancy or the past 12 months, whichever is shorter. The landlord shall
 1688 provide such written statement within 10 business days of receiving the request.

1689 D. Unless the rental agreement fixes a definite term, the tenancy shall be week to week in case of a
 1690 roomer who pays weekly rent, and in all other cases month to month. Terminations of tenancies shall be
 1691 governed by § 55-248.37 unless the rental agreement provides for a different notice period.

1692 E. If the rental agreement contains any provision whereby the landlord may approve or disapprove a
 1693 sublessee or assignee of the tenant, the landlord shall within 10 business days of receipt by him of the
 1694 written application of the prospective sublessee or assignee on a form to be provided by the landlord,
 1695 approve or disapprove the sublessee or assignee. Failure of the landlord to act within 10 business days
 1696 shall be deemed evidence of his approval.

1697 F. A copy of any written rental agreement signed by both the tenant and the landlord shall be
 1698 provided to the tenant within one month of the effective date of the written rental agreement. The failure
 1699 of the landlord to deliver such a rental agreement shall not affect the validity of the agreement.

1700 G. No unilateral change in the terms of a rental agreement by a landlord or tenant shall be valid
 1701 unless (i) notice of the change is given in accordance with the terms of the rental agreement or as
 1702 otherwise required by law and (ii) both parties consent in writing to the change.

1703 H. The landlord shall provide the tenant with a written receipt, upon request from the tenant,

1704 whenever the tenant pays rent in the form of cash or money order.

1705 **§ 55-248.7:1. Prepaid rent; maintenance of escrow account.**

1706 A landlord and a tenant may agree in a rental agreement that the tenant pay prepaid rent. If a
1707 landlord receives prepaid rent, it shall be placed in an escrow account in a federally insured depository
1708 *authorized to do business* in Virginia by the end of the fifth business day following receipt and shall
1709 remain in the account until such time as the prepaid rent becomes due. Unless the landlord has
1710 otherwise become entitled to receive any portion of the prepaid rent, it shall not be removed from the
1711 escrow account required by this section without the written consent of the tenant.

1712 **§ 55-248.12. Disclosure.**

1713 A. The landlord or any person authorized to enter into a rental agreement on his behalf shall disclose
1714 to the tenant in writing at or before the commencement of the tenancy the name and address of:

1715 1. The person or persons authorized to manage the premises; and

1716 2. An owner of the premises or any other person authorized to act for and on behalf of the owner,
1717 for the purposes of service of process and receiving and receipting for notices and demands.

1718 B. In the event of the sale of the premises, the landlord shall notify the tenant of such sale and
1719 disclose to the tenant the name and address of the purchaser and a telephone number at which such
1720 purchaser can be located.

1721 C. ~~With respect to a multifamily dwelling unit, if~~ an application for registration of the rental
1722 property as a condominium or cooperative has been filed with the Real Estate Board, or if there is
1723 within six months an existing plan for tenant displacement resulting from (i) demolition or substantial
1724 rehabilitation of the property or (ii) conversion of the rental property to office, hotel or motel use or
1725 planned unit development, then the landlord or any person authorized to enter into a rental agreement on
1726 his behalf shall disclose that information in writing to any prospective tenant.

1727 D. The information required to be furnished by this section shall be kept current and this section
1728 extends to and is enforceable against any successor landlord or owner. A person who fails to comply
1729 with this section becomes an agent of each person who is a landlord for the purposes of service of
1730 process and receiving and receipting for notices and demands.

1731 **§ 55-248.12:1. Required disclosures for properties located adjacent to a military air installation;
1732 remedy for nondisclosure.**

1733 A. ~~Notwithstanding the provisions of subdivision A 10 of § 55-248.5, the~~ The landlord of property in
1734 any locality in which a military air installation is located, or any person authorized to enter into a rental
1735 agreement on his behalf, shall provide to a prospective tenant a written disclosure that the property is
1736 located in a noise zone or accident potential zone, or both, as designated by the locality on its official
1737 zoning map. Such disclosure shall be provided prior to the execution by the tenant of a written lease
1738 agreement or, in the case of an oral lease agreement, prior to occupancy by the tenant. The disclosure
1739 shall specify the noise zone or accident potential zone in which the property is located according to the
1740 official zoning map of the locality. A disclosure made pursuant to this section containing inaccurate
1741 information regarding the location of the noise zone or accident potential zone shall be deemed as
1742 nondisclosure unless the inaccurate information is provided by an officer or employee of the locality in
1743 which the property is located.

1744 B. Any tenant who is not provided the disclosure required by subsection A may terminate the lease
1745 agreement at any time during the first 30 days of the lease period by sending to the landlord by certified
1746 or registered mail, return receipt requested, a written notice of termination. Such termination shall be
1747 effective as of (i) 15 days after the date of the mailing of the notice or (ii) the date through which rent
1748 has been paid, whichever is later. In no event, however, shall the effective date of the termination
1749 exceed one month from the date of mailing. Termination of the lease agreement shall be the exclusive
1750 remedy for the failure to comply with the disclosure provisions of this section, and shall not affect any
1751 rights or duties of the landlord or tenant arising under this chapter, other applicable law, or the rental
1752 agreement.

1753 **§ 55-248.13. Landlord to maintain fit premises.**

1754 A. The landlord shall:

1755 1. Comply with the requirements of applicable building and housing codes materially affecting health
1756 and safety;

1757 2. Make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable
1758 condition;

1759 3. Keep all common areas shared by two or more dwelling units of ~~the~~ a multifamily premises in a
1760 clean and structurally safe condition;

1761 4. Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating,
1762 ventilating, air-conditioning and other facilities and appliances, including elevators, supplied or required
1763 to be supplied by him;

1764 5. Maintain the premises in such a condition as to prevent the accumulation of moisture and the

1765 growth of mold, and to promptly respond to any notices from a tenant as provided in subdivision A 10
 1766 of § 55-248.16. Where there is visible evidence of mold, the landlord shall promptly remediate the mold
 1767 conditions in accordance with the requirements of subsection E of § 8.01-226.12 and reinspect the
 1768 dwelling unit to confirm that there is no longer visible evidence of mold in the dwelling unit. The
 1769 landlord shall make available to the tenant copies of any available written information related to the
 1770 remediation of mold. The landlord shall provide a tenant with a copy of a summary of information
 1771 related to mold remediation occurring during that tenancy and, upon request of the tenant, make
 1772 available the full package of such information and reports not protected by attorney-client privilege.
 1773 Once the mold has been remediated in accordance with professional standards, the landlord shall not be
 1774 required to make disclosures of a past incidence of mold to subsequent tenants;

1775 6. Provide and maintain appropriate receptacles and conveniences, ~~in common areas~~, for the
 1776 collection, storage, and removal of ashes, garbage, rubbish, and other waste incidental to the occupancy
 1777 of two or more dwelling units and arrange for the removal of same;

1778 7. Supply running water and reasonable amounts of hot water at all times and reasonable air
 1779 conditioning if provided and heat in season except where the dwelling unit is so constructed that heat,
 1780 air conditioning or hot water is generated by an installation within the exclusive control of the tenant or
 1781 supplied by a direct public utility connection; and

1782 8. Maintain any carbon monoxide alarm that has been installed by the landlord in a dwelling unit.

1783 B. The landlord shall perform the duties imposed by subsection A in accordance with law; however,
 1784 the landlord shall only be liable for the tenant's actual damages proximately caused by the landlord's
 1785 failure to exercise ordinary care.

1786 C. If the duty imposed by subdivision A 1 of subsection A is greater than any duty imposed by any
 1787 other subdivision of that subsection, the landlord's duty shall be determined by reference to subdivision
 1788 A 1 of subsection A.

1789 D. The landlord and tenant may agree in writing that the tenant perform the landlord's duties
 1790 specified in subdivisions A 3, 6, and 7 of subsection A and also specified repairs, maintenance tasks,
 1791 alterations, and remodeling, but only if the transaction is entered into in good faith and not for the
 1792 purpose of evading the obligations of the landlord, and if the agreement does not diminish or affect the
 1793 obligation of the landlord to other tenants in the premises.

1794 **§ 55-248.13:1. Landlord to provide locks and peepholes.**

1795 The governing body of any county, city or town locality may require by ordinance that any landlord
 1796 who rents five or more dwelling units in any one multifamily building shall install:

1797 1. Dead-bolt locks which meet the requirements of the Uniform Statewide Building Code (§ 36-97 et
 1798 seq.) for new multi-family multifamily construction and peepholes in any exterior swinging entrance door
 1799 to any such unit; however, any door having a glass panel shall not require a peephole.

1800 2. Manufacturer's locks which that meet the requirements of the Uniform Statewide Building Code
 1801 and removable metal pins or charlie bars in accordance with the Uniform Statewide Building Code on
 1802 exterior sliding glass doors located in a building at any level or levels designated in the ordinance.

1803 3. Locking devices which that meet the requirements of the Uniform Statewide Building Code on all
 1804 exterior windows.

1805 Any ordinance adopted pursuant to this section shall further provide that any landlord subject to the
 1806 ordinance shall have a reasonable time as determined by the governing body in which to comply with
 1807 the requirements of the ordinance.

1808 **§ 55-248.13:2. Access of tenant to cable, satellite and other television facilities.**

1809 No landlord of a multifamily dwelling unit shall demand or accept payment of any fee, charge or
 1810 other thing of value from any provider of cable television service, cable modem service, satellite master
 1811 antenna television service, direct broadcast satellite television service, subscription television service or
 1812 service of any other television programming system in exchange for granting a television service
 1813 provider mere access to the landlord's tenants or giving the tenants of such landlord mere access to such
 1814 service. A landlord may enter into a service agreement with a television service provider to provide
 1815 marketing and other services to the television service provider, designed to facilitate the television
 1816 service provider's delivery of its services. Under such a service agreement, the television service
 1817 provider may compensate the landlord for the reasonable value of the services provided, and for the
 1818 reasonable value of the landlord's property used by the television service provider.

1819 No landlord shall demand or accept any such payment from any tenants in exchange therefor unless
 1820 the landlord is itself the provider of the service. Nor shall any landlord discriminate in rental charges
 1821 between tenants who receive any such service and those who do not. Nothing contained herein shall
 1822 prohibit a landlord from requiring that the provider of such service and the tenant bear the entire cost of
 1823 the installation, operation or removal of the facilities incident thereto, or prohibit a landlord from
 1824 demanding or accepting reasonable indemnity or security for any damages caused by such installation,
 1825 operation or removal.

1826 § 55-248.15:1. Security deposits.

1827 A. A landlord may not demand or receive a security deposit, however denominated, in an amount or
 1828 value in excess of two months' periodic rent. Upon termination of the tenancy, such security deposit,
 1829 whether it is property or money held by the landlord as security as hereinafter provided may be applied
 1830 solely by the landlord (i) to the payment of accrued rent and including the reasonable charges for late
 1831 payment of rent specified in the rental agreement; (ii) to the payment of the amount of damages which
 1832 the landlord has suffered by reason of the tenant's noncompliance with § 55-248.16, less reasonable wear
 1833 and tear; or (iii) to other damages or charges as provided in the rental agreement. The security deposit
 1834 and any deductions, damages and charges shall be itemized by the landlord in a written notice given to
 1835 the tenant, together with any amount due the tenant within 45 days after termination of the tenancy and
 1836 delivery of possession.

1837 Where there is more than one tenant subject to a rental agreement, unless otherwise agreed to in
 1838 writing by each of the tenants, disposition of the security deposit shall be made with one check being
 1839 payable to all such tenants and sent to a forwarding address provided by one of the tenants. ~~Regardless~~
 1840 ~~of the number of tenants subject to a rental agreement, if The landlord shall make the security deposit~~
 1841 ~~disposition within the 45-day time period, but if no forwarding address is provided to the landlord, the~~
 1842 ~~landlord may continue to hold such security deposit in escrow. If a tenant fails to provide a forwarding~~
 1843 ~~address to the landlord to enable the landlord to make a refund of the security deposit, upon the~~
 1844 ~~expiration of one year from the date of the end of the 45-day time period, the landlord shall, within a~~
 1845 ~~reasonable period of time not to exceed 90 days, escheat the balance of such security deposit and any~~
 1846 ~~other moneys due the tenant to the Commonwealth, which sums shall be sent to the Virginia~~
 1847 ~~Department of Housing and Community Development, payable to the State Treasurer, and credited to~~
 1848 ~~the Virginia Housing Trust Fund established pursuant to § 36-142 may remit such sum to the State~~
 1849 ~~Treasurer as unclaimed property on a form prescribed by the administrator that includes the name,~~
 1850 ~~social security number, if known, and the last known address of each tenant on the rental agreement.~~
 1851 ~~Upon payment to the Commonwealth, the landlord shall have no further liability to any tenant relative~~
 1852 ~~to the security deposit. If the landlord or managing agent is a real estate licensee, compliance with this~~
 1853 ~~paragraph shall be deemed compliance with § 54.1-2108 and corresponding regulations of the Real~~
 1854 ~~Estate Board.~~

1855 Nothing in this section shall be construed by a court of law or otherwise as entitling the tenant, upon
 1856 the termination of the tenancy, to an immediate credit against the tenant's delinquent rent account in the
 1857 amount of the security deposit. The landlord shall apply the security deposit in accordance with this
 1858 section within the 45-day time period. However, provided the landlord has given prior written notice in
 1859 accordance with this section, the landlord may withhold a reasonable portion of the security deposit to
 1860 cover an amount of the balance due on the water, sewer, or other utility account that is an obligation of
 1861 the tenant to a third-party provider under the rental agreement for the dwelling unit, and upon payment
 1862 of such obligations the landlord shall provide written confirmation to the tenant within 10 days
 1863 thereafter, along with payment to the tenant of any balance otherwise due to the tenant. In order to
 1864 withhold such funds as part of the disposition of the security deposit, the landlord shall have so advised
 1865 the tenant of his rights and obligations under this section in ~~(i)~~ (a) a termination notice to the tenant in
 1866 accordance with this chapter, ~~(ii)~~ (b) a vacating notice to the tenant in accordance with this section, or
 1867 ~~(iii)~~ (c) a separate written notice to the tenant at least 15 days prior to the disposition of the security
 1868 deposit. Any written notice to the tenant shall be given in accordance with § 55-248.6.

1869 The tenant may provide the landlord with written confirmation of the payment of the final water,
 1870 sewer, or other utility bill for the dwelling unit, in which case the landlord shall refund the security
 1871 deposit, unless there are other authorized deductions, within the 45-day period, or if the tenant provides
 1872 such written confirmation after the expiration of the 45-day period, the landlord shall refund any
 1873 remaining balance of the security deposit held to the tenant within 10 days following the receipt of such
 1874 written confirmation provided by the tenant. If the landlord otherwise receives confirmation of payment
 1875 of the final water, sewer, or other utility bill for the dwelling unit, the landlord shall refund the security
 1876 deposit, unless there are other authorized deductions, within the 45-day period.

1877 Nothing in this section shall be construed to prohibit the landlord from making the disposition of the
 1878 security deposit prior to the 45-day period and charging an administrative fee to the tenant for such
 1879 expedited processing, if the rental agreement so provides and the tenant requests expedited processing in
 1880 a separate written document.

1881 The landlord shall notify the tenant in writing of any deductions provided by this subsection to be
 1882 made from the tenant's security deposit during the course of the tenancy. Such notification shall be made
 1883 within 30 days of the date of the determination of the deduction and shall itemize the reasons in the
 1884 same manner as provided in subsection B. Such notification shall not be required for deductions made
 1885 less than 30 days prior to the termination of the rental agreement. If the landlord willfully fails to
 1886 comply with this section, the court shall order the return of the security deposit to the tenant, together

1887 with actual damages and reasonable attorney fees, unless the tenant owes rent to the landlord, in which
 1888 case, the court shall order an amount equal to the security deposit credited against the rent due to the
 1889 landlord. In the event that damages to the premises exceed the amount of the security deposit and
 1890 require the services of a third party contractor, the landlord shall give written notice to the tenant
 1891 advising him of that fact within the 45-day period. If notice is given as prescribed in this paragraph, the
 1892 landlord shall have an additional 15-day period to provide an itemization of the damages and the cost of
 1893 repair. This section shall not preclude the landlord or tenant from recovering other damages to which he
 1894 may be entitled under this chapter. The holder of the landlord's interest in the premises at the time of
 1895 the termination of the tenancy, regardless of how the interest is acquired or transferred, is bound by this
 1896 section and shall be required to return any security deposit received by the original landlord that is duly
 1897 owed to the tenant, whether or not such security deposit is transferred with the landlord's interest by law
 1898 or equity, regardless of any contractual agreements between the original landlord and his successors in
 1899 interest.

1900 B. The landlord shall:

1901 1. Maintain and itemize records for each tenant of all deductions from security deposits provided for
 1902 under this section which the landlord has made by reason of a tenant's noncompliance with § 55-248.16
 1903 during the preceding two years; and

1904 2. Permit a tenant or his authorized agent or attorney to inspect such tenant's records of deductions at
 1905 any time during normal business hours.

1906 C. Upon request by the landlord to a tenant to vacate, or within five days after receipt of notice by
 1907 the landlord of the tenant's intent to vacate, the landlord shall ~~make reasonable efforts to advise~~ *provide*
 1908 *written notice to* the tenant of the tenant's right to be present at the landlord's inspection of the dwelling
 1909 unit for the purpose of determining the amount of security deposit to be returned. If the tenant desires to
 1910 be present when the landlord makes the inspection, he shall so advise the landlord in writing who, in
 1911 turn, shall notify the tenant of the time and date of the inspection, which must be made within 72 hours
 1912 of delivery of possession. ~~Upon completion of the inspection attended by the tenant, the landlord shall~~
 1913 ~~furnish the tenant with an itemized list of damages to the dwelling unit known to exist at the time of the~~
 1914 ~~inspection~~ *Following the move-out inspection, the landlord shall provide the tenant with a written*
 1915 *security deposit disposition statement, including an itemized list of damages. If additional damages are*
 1916 *discovered by the landlord after the security deposit disposition has been made, nothing herein shall be*
 1917 *construed to preclude the landlord from recovery of such damages against the tenant, provided,*
 1918 *however, that the tenant may present into evidence a copy of the move-out report to support the tenant's*
 1919 *position that such additional damages did not exist at the time of the move-out inspection.*

1920 D. If the tenant has any assignee or sublessee, the landlord shall be entitled to hold a security deposit
 1921 from only one party in compliance with the provisions of this section.

1922 **§ 55-248.16. Tenant to maintain dwelling unit.**

1923 A. In addition to the provisions of the rental agreement, the tenant shall:

1924 1. Comply with all obligations primarily imposed upon tenants by applicable provisions of building
 1925 and housing codes materially affecting health and safety;

1926 2. Keep that part of the dwelling unit and the part of the premises that he occupies and uses as clean
 1927 and safe as the condition of the premises permit;

1928 3. Keep that part of the dwelling unit and the part of the premises that he occupies free from insects
 1929 and pests, as those terms are defined in § 3.2-3900, and to promptly notify the landlord of the existence
 1930 of any insects or pests;

1931 4. Remove from his dwelling unit all ashes, garbage, rubbish and other waste in a clean and safe
 1932 manner and in the appropriate receptacles provided by the landlord ~~pursuant to § 55-248.13, if such~~
 1933 ~~disposal is on the premises;~~

1934 5. Keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition
 1935 permits;

1936 6. Use in a reasonable manner all utilities and all electrical, plumbing, sanitary, heating, ventilating,
 1937 air-conditioning and other facilities and appliances including ~~elevators~~ *an elevator* in ~~the~~ *a multifamily*
 1938 premises, and keep all utility services paid for by the tenant to the utility service provider or its agent
 1939 on at all times during the term of the rental agreement;

1940 7. Not deliberately or negligently destroy, deface, damage, impair or remove any part of the premises
 1941 or permit any person to do so whether known by the tenant or not;

1942 8. Not remove or tamper with a properly functioning smoke detector installed by the landlord,
 1943 including removing any working batteries, so as to render the detector inoperative and shall maintain the
 1944 smoke detector in accordance with the uniform set of standards for maintenance of smoke detectors
 1945 established in the Uniform Statewide Building Code (§ 36-97 et seq.);

1946 9. Not remove or tamper with a properly functioning carbon monoxide alarm installed by the
 1947 landlord, including removing any working batteries, so as to render the carbon monoxide detector

1948 inoperative and shall maintain the carbon monoxide alarm in accordance with the uniform set of
 1949 standards for maintenance of carbon monoxide alarms established in the Uniform Statewide Building
 1950 Code (§ 36-97 et seq.);

1951 10. Use reasonable efforts to maintain the dwelling unit and any other part of the premises that he
 1952 occupies in such a condition as to prevent accumulation of moisture and the growth of mold, and to
 1953 promptly notify the landlord of any moisture accumulation that occurs or of any visible evidence of
 1954 mold discovered by the tenant;

1955 11. Not paint or disturb painted surfaces or make alterations in the dwelling unit without the prior
 1956 written approval of the landlord, provided *that* (i) the dwelling unit was constructed prior to 1978 and
 1957 therefore requires the landlord to provide the tenant with lead-based paint disclosures and (ii) the
 1958 landlord has provided the tenant with such disclosures and the rental agreement provides that the tenant
 1959 is required to obtain the landlord's prior written approval before painting, disturbing painted surfaces, or
 1960 making alterations in the dwelling unit;

1961 12. Be responsible for his conduct and the conduct of other persons on the premises with his consent
 1962 whether known by the tenant or not, to ensure that his neighbors' peaceful enjoyment of the premises
 1963 will not be disturbed; and

1964 13. Abide by all reasonable rules and regulations imposed by the landlord pursuant to § 55-248.17.

1965 B. If the duty imposed by subdivision A 1 of subsection A is greater than any duty imposed by any
 1966 other subdivision of that subsection, the tenant's duty shall be determined by reference to subdivision A
 1967 1.

1968 **§ 55-248.17. Rules and regulations.**

1969 A. A landlord, from time to time, may adopt rules or regulations, however described, concerning the
 1970 tenants' use and occupancy of the *dwelling unit and* premises. Any such rule or regulation is enforceable
 1971 against the tenant only if:

1972 1. Its purpose is to promote the convenience, safety or welfare of the tenants in the premises,
 1973 preserve the landlord's property from abusive use or make a fair distribution of services and facilities
 1974 held out for the tenants generally;

1975 2. It is reasonably related to the purpose for which it is adopted;

1976 3. It applies to all tenants in the premises in a fair manner;

1977 4. It is sufficiently explicit in its prohibition, direction or limitation of the tenant's conduct to fairly
 1978 inform him of what he must or must not do to comply;

1979 5. It is not for the purpose of evading the obligations of the landlord; and

1980 6. The tenant has been provided with a copy of the rules and regulations or changes thereto at the
 1981 time he enters into the rental agreement or when they are adopted.

1982 B. A rule or regulation adopted, changed, or provided to the tenant after the tenant enters into the
 1983 rental agreement shall be enforceable against the tenant if reasonable notice of its adoption or change
 1984 has been given to the tenant and it does not work a substantial modification of his bargain. If a rule or
 1985 regulation is adopted or changed after the tenant enters into the rental agreement that does work a
 1986 substantial modification of his bargain, it shall not be valid unless the tenant consents to it in writing.

1987 C. Any court enforcing this chapter shall consider violations of the reasonable rules and regulations
 1988 imposed under this section as a breach of the rental agreement and grant the landlord appropriate relief.

1989 **§ 55-248.18. Access; consent; correction of nonemergency conditions; relocation of tenant.**

1990 A. The tenant shall not unreasonably withhold consent to the landlord to enter into the dwelling unit
 1991 in order to inspect the premises, make necessary or agreed repairs, decorations, alterations or
 1992 improvements, supply necessary or agreed services or exhibit the dwelling unit to prospective or actual
 1993 purchasers, mortgagees, tenants, workmen or contractors. If, upon inspection of a dwelling unit during
 1994 the term of a tenancy, the landlord determines there is a violation by the tenant of § 55-248.16 or the
 1995 rental agreement materially affecting health and safety that can be remedied by repair, replacement of a
 1996 damaged item or cleaning in accordance with § 55-248.32, the landlord may make such repairs and send
 1997 the tenant an invoice for payment. If, upon inspection of the dwelling unit during the term of a tenancy,
 1998 the landlord discovers a violation of the rental agreement, this chapter, or other applicable law, the
 1999 landlord may send a written notice of termination pursuant to § 55-248.31. If the rental agreement so
 2000 provides and if a tenant without reasonable justification declines to permit the landlord or managing
 2001 agent to exhibit the dwelling unit for sale or lease, the landlord may recover damages, costs, and
 2002 reasonable attorney fees against such tenant.

2003 The landlord may enter the dwelling unit without consent of the tenant in case of emergency. The
 2004 landlord shall not abuse the right of access or use it to harass the tenant. Except in case of emergency
 2005 or if it is impractical to do so, the landlord shall give the tenant notice of his intent to enter and may
 2006 enter only at reasonable times. Unless impractical to do so, the landlord shall give the tenant at least
 2007 24-hours' notice of routine maintenance to be performed that has not been requested by the tenant. If the
 2008 tenant makes a request for maintenance, the landlord is not required to provide notice to the tenant.

2009 *During the pendency of an unlawful detainer filed by the landlord against the tenant, the landlord may*
 2010 *request the court to enter an order requiring the tenant to provide the landlord with access to such*
 2011 *dwelling unit.*

2012 B. Upon the sole determination by the landlord of the existence of a nonemergency property
 2013 condition in the dwelling unit that requires the tenant to temporarily vacate the dwelling unit in order
 2014 for the landlord to properly remedy such property condition, the landlord may, upon at least 30 days'
 2015 written notice to the tenant, require the tenant to temporarily vacate the dwelling unit for a period not to
 2016 exceed 30 days to a comparable dwelling unit, *or hotel*, as selected by the landlord; and at no expense
 2017 or cost to the tenant. *The landlord shall not be required to pay for any other expenses of the tenant that*
 2018 *arise after the temporary relocation period.* The landlord and tenant may agree for the tenant to
 2019 temporarily vacate the dwelling unit in less than 30 days. For purposes of this subsection,
 2020 "nonemergency property condition" means (i) a condition in the dwelling unit that, in the determination
 2021 of the landlord, is necessary for the landlord to remedy in order for the landlord to be in compliance
 2022 with § 55-248.13; (ii) the condition does not need to be remedied within a 24-hour period, with any
 2023 condition that needs to be remedied within 24 hours being defined as an "emergency condition"; and
 2024 (iii) the condition can only be effectively remedied by the temporary relocation of the tenant pursuant to
 2025 the provisions of this subsection.

2026 The tenant shall continue to be responsible for payment of rent under the rental agreement during the
 2027 period of any temporary relocation. The landlord shall pay all costs of repairs or remediation required to
 2028 address the property condition. Refusal of the tenant to cooperate with a temporary relocation pursuant
 2029 to this subsection shall be deemed a breach of the rental agreement, unless the tenant agrees to vacate
 2030 the unit and terminate the rental agreement within the 30-day notice period. If the landlord properly
 2031 remedies the nonemergency property condition within the 30-day period, nothing herein shall be
 2032 construed to entitle the tenant to terminate the rental agreement. Further, nothing herein shall be
 2033 construed to limit the landlord from taking legal action against the tenant for any noncompliance that
 2034 occurs during the period of any temporary relocation pursuant to this section. *During the pendency of an*
 2035 *unlawful detainer filed by the landlord against the tenant, the landlord may request the court to enter*
 2036 *an order requiring the tenant to provide the landlord with access to such dwelling unit.*

2037 C. The landlord has no other right to access except by court order or that permitted by §§ 55-248.32
 2038 and 55-248.33 or if the tenant has abandoned or surrendered the premises.

2039 D. The tenant may install, within the dwelling unit, new burglary prevention, including chain latch
 2040 devices approved by the landlord, and fire detection devices, that the tenant may believe necessary to
 2041 ensure his safety, provided:

- 2042 1. Installation does no permanent damage to any part of the dwelling unit.
- 2043 2. A duplicate of all keys and instructions of how to operate all devices are given to the landlord.
- 2044 3. Upon termination of the tenancy, the tenant shall be responsible for payment to the landlord for
 2045 reasonable costs incurred for the removal of all such devices and repairs to all damaged areas.

2046 E. Upon written request of the tenant *in a dwelling unit*, the landlord shall install a carbon monoxide
 2047 alarm in the tenant's dwelling unit within 90 days of such request and may charge the tenant a
 2048 reasonable fee to recover the costs of *the equipment and labor for* such installation. The landlord's
 2049 installation of a carbon monoxide alarm shall be in compliance with the Uniform Statewide Building
 2050 Code.

2051 **§ 55-248.18:2. Relocation of tenant where mold remediation needs to be performed in the**
 2052 **dwelling unit.**

2053 Where a mold condition in the dwelling unit materially affects the health or safety of any tenant or
 2054 authorized occupant, the landlord may require the tenant to temporarily vacate the dwelling unit in order
 2055 for the landlord to perform mold remediation in accordance with professional standards as defined in
 2056 § 55-248.4 for a period not to exceed 30 days. The landlord shall provide the tenant with either (i) a
 2057 comparable dwelling unit, as selected by the landlord, at no expense or cost to the tenant, or (ii) a hotel
 2058 room *as selected by the landlord*, at no expense or cost to the tenant. *The landlord shall not be required*
 2059 *to pay for any other expenses of the tenant that arise after the relocation period.* The tenant shall
 2060 continue to be responsible for payment of rent under the rental agreement during the period of any
 2061 temporary relocation and for the remainder of the term of the rental agreement following the
 2062 remediation. Nothing in this section shall be construed as entitling the tenant to a termination of a
 2063 tenancy where or when the landlord has remediated a mold condition in accordance with professional
 2064 standards as defined in § 55-248.4. The landlord shall pay all costs of the relocation and the mold
 2065 remediation, unless the mold is a result of the tenant's failure to comply with § 55-248.16.

2066 **§ 55-248.21:1. Early termination of rental agreement by military personnel.**

2067 A. Any member of the armed forces of the United States or a member of the National Guard serving
 2068 on full-time duty or as a Civil Service technician with the National Guard may, through the procedure
 2069 detailed in subsection B, terminate his rental agreement if the member (i) has received permanent

2070 change of station orders to depart 35 miles or more (radius) from the location of the dwelling unit; (ii)
 2071 has received temporary duty orders in excess of three months' duration to depart 35 miles or more
 2072 (radius) from the location of the dwelling unit; (iii) is discharged or released from active duty with the
 2073 ~~armed forces~~ *Armed Forces* of the United States or from his full-time duty or technician status with the
 2074 National Guard; or (iv) is ordered to report to government-supplied quarters resulting in the forfeiture of
 2075 basic allowance for quarters.

2076 B. Tenants who qualify to terminate a rental agreement pursuant to subsection A shall do so by
 2077 serving on the landlord a written notice of termination to be effective on a date stated therein, such date
 2078 to be not less than 30 days after the first date on which the next rental payment is due and payable after
 2079 the date on which the written notice is given. The termination date shall be no more than 60 days prior
 2080 to the date of departure necessary to comply with the official orders or any supplemental instructions for
 2081 interim training or duty prior to the transfer. Prior to the termination date, the tenant shall furnish the
 2082 landlord with a copy of the official notification of the orders or a signed letter, confirming the orders,
 2083 from the tenant's commanding officer.

2084 The landlord may not charge any liquidated damages.

2085 C. Nothing in this section shall affect the tenant's obligations established by § 55-248.16.

2086 ~~D. The exemption provided in subdivision 10 of subsection A of § 55-248.5 shall not apply to this~~
 2087 ~~section.~~

2088 **§ 55-248.24. Fire or casualty damage.**

2089 If the dwelling unit or premises are damaged or destroyed by fire or casualty to an extent that the
 2090 tenant's enjoyment of the dwelling unit is substantially impaired or required repairs can only be
 2091 accomplished if the tenant vacates the dwelling unit, either the tenant or the landlord may terminate the
 2092 rental agreement. The tenant may terminate the rental agreement by vacating the premises and within 14
 2093 days thereafter, serve on the landlord a written notice of his intention to terminate the rental agreement,
 2094 in which case the rental agreement terminates as of the date of vacating; or if continued occupancy is
 2095 lawful, § 55-226 shall apply.

2096 The landlord may terminate the rental agreement by giving the tenant 14 days' notice of his intention
 2097 to terminate the rental agreement based upon the landlord's determination that such damage requires the
 2098 removal of the tenant and the use of the premises is substantially impaired, in which case the rental
 2099 agreement terminates as of the expiration of the notice period.

2100 If the rental agreement is terminated, the landlord shall return all security deposits in accordance with
 2101 § 55-248.15:1 and prepaid rent, plus accrued interest, recoverable by law unless the landlord reasonably
 2102 believes that the tenant, tenant's guests, invitees or authorized occupants were the cause of the damage
 2103 or casualty, in which case the landlord shall ~~account~~ *provide a written statement* to the tenant for the
 2104 security and prepaid rent, plus accrued interest based upon the damage or casualty, and may recover
 2105 actual damages sustained pursuant to § 55-248.35. ~~Accounting~~ *Proration* for rent in the event of
 2106 termination or apportionment shall be made as of the date of the casualty.

2107 **§ 55-248.27. Tenant's assertion; rent escrow.**

2108 A. The tenant may assert that there exists upon the leased premises, a condition or conditions which
 2109 constitute a material noncompliance by the landlord with the rental agreement or with provisions of law,
 2110 or which if not promptly corrected, will constitute a fire hazard or serious threat to the life, health or
 2111 safety of occupants thereof, including but not limited to, a lack of heat or hot or cold running water,
 2112 except if the tenant is responsible for payment of the utility charge and where the lack of such heat or
 2113 hot or cold running water is the direct result of the tenant's failure to pay the utility charge; or of light,
 2114 electricity or adequate sewage disposal facilities; or an infestation of rodents; ~~except if the property is a~~
 2115 ~~one-family dwelling~~; or of the existence of paint containing lead pigment on surfaces within the
 2116 dwelling, provided that the landlord has notice of such paint. The tenant may file such an assertion in a
 2117 general district court wherein the premises are located by a declaration setting forth such assertion and
 2118 asking for one or more forms of relief as provided for in subsection D.

2119 B. Prior to the granting of any relief, the tenant shall show to the satisfaction of the court that:

2120 1. Prior to the commencement of the action the landlord was served a written notice by the tenant of
 2121 the conditions described in subsection A, or was notified of such conditions by a violation or
 2122 condemnation notice from an appropriate state or municipal agency, and that the landlord has refused, or
 2123 having a reasonable opportunity to do so, has failed to remedy the same. For the purposes of this
 2124 subsection, what period of time shall be deemed to be unreasonable delay is left to the discretion of the
 2125 court except that there shall be a rebuttable presumption that a period in excess of ~~thirty~~ 30 days from
 2126 receipt of the notification by the landlord is unreasonable; and

2127 2. The tenant has paid into court the amount of rent called for under the rental agreement, within
 2128 five days of the date due thereunder, unless or until such amount is modified by subsequent order of the
 2129 court under this chapter.

2130 C. It shall be sufficient answer or rejoinder to a declaration pursuant to subsection A if the landlord

2131 establishes to the satisfaction of the court that the conditions alleged by the tenant do not in fact exist,
 2132 or such conditions have been removed or remedied, or such conditions have been caused by the tenant
 2133 or members of his family or his or their invitees or licensees, or the tenant has unreasonably refused
 2134 entry to the landlord to the premises for the purpose of correcting such conditions.

2135 D. Any court shall make findings of fact on the issues before it and shall issue any order that may
 2136 be required. Such an order may include, but is not limited to, any one or more of the following:

2137 1. Terminating the rental agreement upon the request of the tenant or ordering the premises
 2138 surrendered to the landlord if the landlord prevails on a request for possession pursuant to an unlawful
 2139 detainer properly filed with the court;

2140 2. Ordering all moneys already accumulated in escrow disbursed to the landlord or to the tenant in
 2141 accordance with this chapter;

2142 3. Ordering that the escrow be continued until the conditions causing the complaint are remedied;

2143 4. Ordering that the amount of rent, whether paid into the escrow account or paid to the landlord, be
 2144 abated as determined by the court in such an amount as may be equitable to represent the existence of
 2145 the condition or conditions found by the court to exist. In all cases where the court deems that the
 2146 tenant is entitled to relief under this chapter, the burden shall be upon the landlord to show cause why
 2147 there should not be an abatement of rent;

2148 5. Ordering any amount of moneys accumulated in escrow disbursed to the tenant where the landlord
 2149 refuses to make repairs after a reasonable time or to the landlord or to a contractor chosen by the
 2150 landlord in order to make repairs or to otherwise remedy the condition. In either case, the court shall in
 2151 its order insure that moneys thus disbursed will be in fact used for the purpose of making repairs or
 2152 effecting a remedy;

2153 6. Referring any matter before the court to the proper state or municipal agency for investigation and
 2154 report and granting a continuance of the action or complaint pending receipt of such investigation and
 2155 report. When such a continuance is granted, the tenant shall deposit with the court rents within five days
 2156 of date due under the rental agreement, subject to any abatement under this section, which become due
 2157 during the period of the continuance, to be held by the court pending its further order;

2158 7. In its discretion, ordering escrow funds disbursed to pay a mortgage on the property in order to
 2159 stay a foreclosure; or

2160 8. In its discretion, ordering escrow funds disbursed to pay a creditor to prevent or satisfy a bill to
 2161 enforce a mechanic's or materialman's lien.

2162 Notwithstanding any provision of this subsection, where an escrow account is established by the
 2163 court and the condition or conditions are not fully remedied within six months of the establishment of
 2164 such account, and the landlord has not made reasonable attempts to remedy the condition, the court shall
 2165 award all moneys accumulated in escrow to the tenant. In such event, the escrow shall not be
 2166 terminated, but shall begin upon a new six-month period with the same result if, at the end thereof, the
 2167 condition or conditions have not been remedied.

2168 E. The initial hearing on the tenant's assertion filed pursuant to subsection A shall be held within
 2169 fifteen calendar days from the date of service of process on the landlord as authorized by § 55-248.12,
 2170 except that the court shall order an earlier hearing where emergency conditions are alleged to exist upon
 2171 the premises, such as failure of heat in winter, lack of adequate sewage facilities or any other condition
 2172 which constitutes an immediate threat to the health or safety of the inhabitants of the leased premises.
 2173 The court, on motion of either party or on its own motion, may hold hearings subsequent to the initial
 2174 proceeding in order to further determine the rights and obligations of the parties. Distribution of escrow
 2175 moneys may only occur by order of the court after a hearing of which both parties are given notice as
 2176 required by law or upon motion of both the landlord and tenant or upon certification by the appropriate
 2177 inspector that the work required by the court to be done has been satisfactorily completed. If the tenant
 2178 proceeds under this subsection, he may not proceed under any other section of this article as to that
 2179 breach.

2180 **§ 55-248.31. Noncompliance with rental agreement; monetary penalty.**

2181 A. Except as provided in this chapter, if there is a material noncompliance by the tenant with the
 2182 rental agreement or a violation of § 55-248.16 materially affecting health and safety, the landlord may
 2183 serve a written notice on the tenant specifying the acts and omissions constituting the breach and stating
 2184 that the rental agreement will terminate upon a date not less than 30 days after receipt of the notice if
 2185 the breach is not remedied in 21 days, and that the rental agreement shall terminate as provided in the
 2186 notice.

2187 B. If the breach is remediable by repairs or the payment of damages or otherwise and the tenant
 2188 adequately remedies the breach prior to the date specified in the notice, the rental agreement shall not
 2189 terminate.

2190 C. If the tenant commits a breach which is not remediable, the landlord may serve a written notice
 2191 on the tenant specifying the acts and omissions constituting the breach and stating that the rental

2192 agreement will terminate upon a date not less than 30 days after receipt of the notice. Notwithstanding
 2193 anything to the contrary contained elsewhere in this chapter, when a breach of the tenant's obligations
 2194 under this chapter or the rental agreement involves or constitutes a criminal or a willful act, which is not
 2195 remediable and which poses a threat to health or safety, the landlord may terminate the rental agreement
 2196 immediately and proceed to obtain possession of the premises. For purposes of this subsection, any
 2197 illegal drug activity involving a controlled substance, as used or defined by the Drug Control Act
 2198 (§ 54.1-3400 et seq.), *or any activity that involves or constitutes a criminal or willful act that also poses*
 2199 *a threat to health and safety*, by the tenant, the tenant's authorized occupants, or the tenant's guests or
 2200 invitees, shall constitute an immediate nonremediable violation for which the landlord may proceed to
 2201 terminate the tenancy without the necessity of waiting for a conviction of any criminal offense that may
 2202 arise out of the same actions. In order to obtain an order of possession from a court of competent
 2203 jurisdiction terminating the tenancy for illegal drug activity or for any other ~~action~~ *activity* that involves
 2204 or constitutes a criminal or willful act *that also poses a threat to health and safety*, the landlord shall
 2205 prove any such violations by a preponderance of the evidence. However, where the illegal drug activity
 2206 *or any activity that involves or constitutes a criminal or willful act that also poses a threat to health*
 2207 *and safety* is engaged in by a tenant's authorized occupants, or guests or invitees, the tenant shall be
 2208 presumed to have knowledge of such ~~illegal drug activity~~ *activities* unless the presumption is rebutted by
 2209 a preponderance of the evidence. The initial hearing on the landlord's action for immediate possession of
 2210 the premises shall be held within 15 calendar days from the date of service on the tenant; however, the
 2211 court shall order an earlier hearing when emergency conditions are alleged to exist upon the premises
 2212 which constitute an immediate threat to the health or safety of the other tenants. After the initial hearing,
 2213 if the matter is scheduled for a subsequent hearing or for a contested trial, the court, to the extent
 2214 practicable, shall order that the matter be given priority on the court's docket. Such subsequent hearing
 2215 or contested trial shall be heard no later than 30 *calendar* days from the date of service on the tenant.
 2216 During the interim period between the date of the initial hearing and the date of any subsequent hearing
 2217 or contested trial, the court may afford any further remedy or relief as is necessary to protect the
 2218 interests of parties to the proceeding or the interests of any other tenant residing on the premises. Failure
 2219 by the court to hold either of the hearings within the time limits set out herein shall not be a basis for
 2220 dismissal of the case.

2221 D. If the tenant is a victim of family abuse as defined in § 16.1-228 that occurred in the dwelling
 2222 unit or on the premises and the perpetrator is barred from the dwelling unit pursuant to § 55-248.31:01
 2223 based upon information provided by the tenant to the landlord, or by a protective order from a court of
 2224 competent jurisdiction pursuant to § 16.1-253.1, 16.1-279.1, or subsection B of § 20-103, the lease shall
 2225 not terminate due solely to an act of family abuse against the tenant. However, these provisions shall not
 2226 be applicable if (i) the tenant fails to provide written documentation corroborating the tenant's status as a
 2227 victim of family abuse and the exclusion from the dwelling unit of the perpetrator no later than 21 days
 2228 from the alleged offense or (ii) the perpetrator returns to the dwelling unit or the premises, in violation
 2229 of a bar notice, and the tenant fails promptly to notify the landlord within 24 hours thereafter that the
 2230 perpetrator has returned to the dwelling unit or the premises, unless the tenant proves by a
 2231 preponderance of the evidence that the tenant had no actual knowledge that the perpetrator violated the
 2232 bar notice, or it was not possible for the tenant to notify the landlord within 24 hours, in which case the
 2233 tenant shall promptly notify the landlord, but in no event more than 7 days thereafter. If the provisions
 2234 of this subsection are not applicable, the tenant shall remain responsible for the acts of the other
 2235 co-tenants, authorized occupants or guests or invitees pursuant to § 55-248.16, and is subject to
 2236 termination of the tenancy pursuant to the lease and this chapter.

2237 E. If the tenant has been served with a prior written notice which required the tenant to remedy a
 2238 breach, and the tenant remedied such breach, where the tenant intentionally commits a subsequent
 2239 breach of a like nature as the prior breach, the landlord may serve a written notice on the tenant
 2240 specifying the acts and omissions constituting the subsequent breach, make reference to the prior breach
 2241 of a like nature, and state that the rental agreement will terminate upon a date not less than 30 days
 2242 after receipt of the notice.

2243 F. If rent is unpaid when due, and the tenant fails to pay rent within five days after written notice is
 2244 served on him notifying the tenant of his nonpayment, and of the landlord's intention to terminate the
 2245 rental agreement if the rent is not paid within the five-day period, the landlord may terminate the rental
 2246 agreement and proceed to obtain possession of the premises as provided in § 55-248.35. If a check for
 2247 rent is delivered to the landlord drawn on an account with insufficient funds, or if an electronic funds
 2248 transfer has been rejected because of insufficient funds or a stop-payment order has been placed in bad
 2249 faith by the authorizing party, and the tenant fails to pay rent within five days after written notice is
 2250 served on him notifying the tenant of his nonpayment and of the landlord's intention to terminate the
 2251 rental agreement if the rent is not paid by cash, cashier's check, certified check, or a completed
 2252 electronic funds transfer within the five-day period, the landlord may terminate the rental agreement and

2253 proceed to obtain possession of the premises as provided in § 55-248.35. Nothing shall be construed to
 2254 prevent a landlord from seeking an award of costs or attorney fees under § 8.01-27.1 or civil recovery
 2255 under § 8.01-27.2, as a part of other damages requested on the unlawful detainer filed pursuant to
 2256 § 8.01-126, provided the landlord has given notice in accordance with § 55-248.6, which notice may be
 2257 included in the five-day termination notice provided in accordance with this section.

2258 G. Except as provided in this chapter, the landlord may recover damages and obtain injunctive relief
 2259 for any noncompliance by the tenant with the rental agreement or § 55-248.16. In the event of a breach
 2260 of the rental agreement or noncompliance by the tenant, the landlord shall be entitled to recover from
 2261 the tenant the following, regardless of whether or not a lawsuit is filed or an order obtained from a
 2262 court: (i) rent due and owing as contracted for in the rental agreement, (ii) other charges and fees as
 2263 contracted for in the rental agreement, (iii) late charges contracted for in the rental agreement, (iv)
 2264 reasonable attorney fees as contracted for in the rental agreement or as provided by law, (v) costs of the
 2265 proceeding as contracted for in the rental agreement or as provided by law only if court action has been
 2266 filed, and (vi) damages to the dwelling unit or premises as contracted for in the rental agreement.

2267 H. In a case where a lawsuit is pending before the court upon a breach of the rental agreement or
 2268 noncompliance by the tenant and the landlord prevails, the court shall award a money judgment to the
 2269 landlord and against the tenant for the relief requested, which may include the following: (i) rent due
 2270 and owing as of the court date as contracted for in the rental agreement; (ii) other charges and fees as
 2271 contracted for in the rental agreement; (iii) late charges contracted for in the rental agreement; (iv)
 2272 reasonable attorney fees as contracted for in the rental agreement or as provided by law, unless in any
 2273 such action the tenant proves by a preponderance of the evidence that the tenant's failure to pay rent or
 2274 vacate was reasonable; (v) costs of the proceeding as contracted for in the rental agreement or as
 2275 provided by law; and (vi) damages to the dwelling unit or premises.

2276 **§ 55-248.38:1. Disposal of property abandoned by tenants.**

2277 If any items of personal property are left in the dwelling unit, the premises, or in any storage area
 2278 provided by the landlord, after the rental agreement has terminated and delivery of possession has
 2279 occurred, the landlord may consider such property to be abandoned. The landlord may dispose of the
 2280 property so abandoned as the landlord sees fit or appropriate, provided he has: (i) given a termination
 2281 notice to the tenant in accordance with this chapter, which includes a statement that any items of
 2282 personal property left in the dwelling unit or the premises would be disposed of within the 24-hour
 2283 period after termination, (ii) given written notice to the tenant in accordance with § 55-248.33, which
 2284 includes a statement that any items of personal property left in the dwelling unit or the premises would
 2285 be disposed of within the 24-hour period after expiration of the seven-day notice period, or (iii) given a
 2286 separate written notice to the tenant, which includes a statement that any items of personal property left
 2287 in the dwelling unit or the premises would be disposed of within 24 hours after expiration of a 10-day
 2288 period from the date such notice was given to the tenant. Any written notice to the tenant shall be given
 2289 in accordance with § 55-248.6. The tenant shall have the right to remove his personal property from the
 2290 dwelling unit or the premises at reasonable times during the 24-hour period after termination or at such
 2291 other reasonable times until the landlord has disposed of the remaining personal property of the tenant.

2292 During the 24-hour period and until the landlord disposes of the remaining personal property of the
 2293 tenant, the landlord shall not have any liability for the risk of loss for such personal property. If the
 2294 landlord fails to allow reasonable access to the tenant to remove his personal property as provided in
 2295 this section, the tenant shall have a right to injunctive or other relief as provided by law. If the landlord
 2296 received any funds from any sale of abandoned property as provided in this section, the landlord shall
 2297 pay such funds to the account of the tenant and apply same to any amounts due the landlord by the
 2298 tenant, including the reasonable costs incurred by the landlord in selling, storing or safekeeping such
 2299 property. If any such funds are remaining after application, the remaining funds shall be treated as a
 2300 security deposit under the provisions of § 55-248.15:1. The provisions of this section shall not be
 2301 applicable if the landlord has been granted a writ of possession for the premises in accordance with Title
 2302 8.01 and execution of such writ has been completed pursuant to § 8.01-470.

2303 *Nothing herein shall affect the right of a landlord to enforce an inchoate or perfected lien of the*
 2304 *landlord on the personal property of a tenant in a dwelling unit or on the premises leased to such*
 2305 *tenant and the right of a landlord to distress, levy, and seize such personal property as otherwise*
 2306 *provided by law.*

2307 **§ 55-248.38:3. Disposal of property of deceased tenants.**

2308 A. If a tenant, who is the sole occupant of a dwelling unit under a written rental agreement still residing in
 2309 the dwelling unit, dies, and there is no person authorized by order of the circuit court to handle probate
 2310 matters for the deceased tenant, the landlord may dispose of the personal property left in the dwelling
 2311 unit or upon the premises. However, the landlord shall give at least 10 days' written notice to (i) the
 2312 person identified in the rental application, lease agreement, or other landlord document as the authorized
 2313 person to contact in the event of the death or emergency of the tenant or (ii) the tenant in accordance

2314 with § 55-248.6 if no such person is identified in the rental application, lease agreement, or other
2315 landlord document as the authorized contact person. The notice given under clause (i) or (ii) shall
2316 include a statement that any items of personal property left in the premises would be treated as
2317 abandoned property and disposed of in accordance with the provisions of § 55-248.38:1, if not claimed
2318 within 10 days. *Authorized occupants, or guests or invitees, are not allowed to occupy the dwelling unit*
2319 *after the death of the sole remaining tenant and shall vacate the dwelling unit prior to the end of the*
2320 *10-day period.*

2321 B. The landlord may request that such authorized contact person provide reasonable proof of
2322 identification. Thereafter, the authorized contact person identified in the rental application, lease
2323 agreement, or other landlord document may (i) have access to the dwelling unit or the premises and to
2324 the tenant records maintained by the landlord and (ii) rightfully claim the personal property of the
2325 deceased tenant and otherwise handle the affairs of the deceased tenant with the landlord.

2326 C. The rental agreement is deemed to be terminated by the landlord as of the date of death of the
2327 tenant, who is the sole occupant of tenant under a written rental agreement still residing in the dwelling
2328 unit, and the landlord shall not be required to seek an order of possession from a court of competent
2329 jurisdiction. The estate of the tenant shall remain liable for actual damages under § 55-248.35, and the
2330 landlord shall mitigate damages as provided thereunder.

2331 **2. That §§ 55-225.8 and 55-248.5 of the Code of Virginia are repealed.**