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HOUSE BILL NO. 868

Offered January 12, 2022

Prefiled January 12, 2022

A BILL to amend and reenact §§ 55.1-1204 and 55.1-1220 of the Code of Virginia, relating to the Virginia Residential Landlord and Tenant Act; terms and conditions of rental agreement; warranty of habitability.

 Patron—Lopez

Committee Referral Pending

Be it enacted by the General Assembly of Virginia:

1. That §§ 55.1-1204 and 55.1-1220 of the Code of Virginia are amended and reenacted as follows:

§ 55.1-1204. Terms and conditions of rental agreement; payment of rent; copy of rental agreement for tenant.

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

B. *A landlord shall include in every rental agreement the terms and conditions governing the landlord's duty to maintain a fit premises pursuant to § 55.1-1220.*

C. A landlord shall offer a prospective tenant a written rental agreement containing the terms governing the rental of the dwelling unit and setting forth the terms and conditions of the landlord-tenant relationship and shall provide with it the statement of tenant rights and responsibilities developed by the Department of Housing and Community Development and posted on its website pursuant to § 36-139. The parties to a written rental agreement shall sign the form developed by the Department of Housing and Community Development and posted on its website pursuant to § 36-139 acknowledging that the tenant has received from the landlord the statement of tenant rights and responsibilities. The written rental agreement shall be effective upon the date signed by the parties.

~~C.~~ D. If a landlord does not offer a written rental agreement, the tenancy shall exist by operation of law, consisting of the following terms and conditions:

1. The provision of this chapter shall be applicable to the dwelling unit that is being rented;

2. The duration of the rental agreement shall be for 12 months and shall not be subject to automatic renewal, except in the event of a month-to-month lease as otherwise provided for under subsection C of § 55.1-1253;

3. Rent shall be paid in 12 equal periodic installments in an amount agreed upon by the landlord and the tenant and if no amount is agreed upon, the installments shall be at fair market rent;

4. Rent payments shall be due on the first day of each month during the tenancy and shall be considered late if not paid by the fifth of the month;

5. If the rent is paid by the tenant after the fifth day of any given month, the landlord shall be entitled to charge a late charge as provided in this chapter;

6. The landlord may collect a security deposit in an amount that does not exceed a total amount equal to two months of rent; and

7. The parties may enter into a written rental agreement at any time during the 12-month tenancy created by this subsection.

~~D.~~ E. Except as provided in the written rental agreement, or as provided in subsection ~~C~~ D if no written agreement is offered, rent shall be payable without demand or notice at the time and place agreed upon by the parties. Except as provided in the written rental agreement, rent is payable at the place designated by the landlord, and periodic rent is payable at the beginning of any term of one month or less and otherwise in equal installments at the beginning of each month. If the landlord receives from a tenant a written request for a written statement of charges and payments, he shall provide the tenant with a written statement showing all debits and credits over the tenancy or the past 12 months, whichever is shorter. The landlord shall provide such written statement within 10 business days of receiving the request.

~~E.~~ F. A landlord shall not charge a tenant for late payment of rent unless such charge is provided for in the written rental agreement. No such late charge shall exceed the lesser of 10 percent of the periodic rent or 10 percent of the remaining balance due and owed by the tenant.

~~F.~~ G. Except as provided in the written rental agreement or, as provided in subsection ~~C~~ D if no written agreement is offered, the tenancy shall be week-to-week in the case of a tenant who pays weekly

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59 rent and month-to-month in all other cases. Terminations of tenancies shall be governed by § 55.1-1253
60 unless the rental agreement provides for a different notice period.

61 ~~G. H.~~ If the rental agreement contains any provision allowing the landlord to approve or disapprove
62 a sublessee or assignee of the tenant, the landlord shall, within 10 business days of receipt of the written
63 application of the prospective sublessee or assignee on a form to be provided by the landlord, approve
64 or disapprove the sublessee or assignee. Failure of the landlord to act within 10 business days is
65 evidence of his approval.

66 ~~H. I.~~ The landlord shall provide a copy of any written rental agreement and the statement of tenant
67 rights and responsibilities to the tenant within one month of the effective date of the written rental
68 agreement. The failure of the landlord to deliver such a rental agreement and statement shall not affect
69 the validity of the agreement. However, the landlord shall not file or maintain an action against the
70 tenant in a court of law for any alleged lease violation until he has provided the tenant with the
71 statement of tenant rights and responsibilities.

72 ~~I. J.~~ No unilateral change in the terms of a rental agreement by a landlord or tenant shall be valid
73 unless (i) notice of the change is given in accordance with the terms of the rental agreement or as
74 otherwise required by law and (ii) both parties consent in writing to the change.

75 ~~J. K.~~ The landlord shall provide the tenant with a written receipt, upon request from the tenant,
76 whenever the tenant pays rent in the form of cash or money order.

77 **§ 55.1-1220. Warranty of habitability; landlord to maintain fit premises.**

78 A. The landlord shall:

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

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

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

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

88 5. Maintain the premises in such a condition as to prevent the accumulation of moisture and the
89 growth of mold and promptly respond to any notices from a tenant as provided in subdivision A 10 of
90 § 55.1-1227. Where there is visible evidence of mold, the landlord shall promptly remediate the mold
91 conditions in accordance with the requirements of subsection E of § 8.01-226.12 and reinspect the
92 dwelling unit to confirm that there is no longer visible evidence of mold in the dwelling unit. The
93 landlord shall provide a tenant with a copy of a summary of information related to mold remediation
94 occurring during that tenancy and, upon request of the tenant, make available the full package of such
95 information and reports not protected by attorney-client privilege. Once the mold has been remediated in
96 accordance with professional standards, the landlord shall not be required to make disclosures of a past
97 incidence of mold to subsequent tenants;

98 6. Provide and maintain appropriate receptacles and conveniences for the collection, storage, and
99 removal of ashes, garbage, rubbish, and other waste incidental to the occupancy of dwelling units and
100 arrange for the removal of same;

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

105 8. Provide a certificate to the tenant stating that all smoke alarms are present, have been inspected,
106 and are in good working order no more than once every 12 months. The landlord, his employee, or an
107 independent contractor may perform the inspection to determine that the smoke alarm is in good
108 working order.

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

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

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

119 E. *Except as provided in subsection D, the landlord shall not waive, orally or in writing, any duty*
120 *imposed pursuant to this section.*