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**SENATE BILL NO. 596**

Offered January 10, 2024

Prefiled January 10, 2024

A *BILL to amend and reenact the second enactment of Chapter 47 of the Acts of Assembly of 2020, Special Session I; to amend and reenact §§ 55.1-1236 and 55.1-1245 of the Code of Virginia; and to amend the Code of Virginia by adding a section numbered 55.1-1245.1, relating to Virginia Residential Landlord and Tenant Act; noncompliance with rental agreement; emergency eviction process.*

Patron—Ebbin

Referred to Committee on General Laws and Technology

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

**1. That §§ 55.1-1236 and 55.1-1245 of the Code of Virginia are amended and reenacted and that the Code of Virginia is amended by adding a section numbered 55.1-1245.1 as follows:**

**§ 55.1-1236. Early termination of rental agreements by victims of family abuse, sexual abuse, or criminal sexual assault.**

A. Any tenant who is a victim of (i) family abuse as defined by § 16.1-228, (ii) sexual abuse as defined by § 18.2-67.10, or (iii) other criminal sexual assault under Article 7 (§ 18.2-61 et seq.) of Chapter 4 of Title 18.2 may terminate such tenant's obligations under a rental agreement under the following circumstances:

1. The victim has obtained an order of protection pursuant to § 16.1-279.1 and has given written notice of termination in accordance with subsection B during the period of the protective order or any extension thereof; or

2. A court has entered an order convicting a perpetrator of any crime of sexual assault under Article 7 (§ 18.2-61 et seq.) of Chapter 4 of Title 18.2, sexual abuse as defined by § 18.2-67.10, or family abuse as defined by § 16.1-228 against the victim and the victim gives written notice of termination in accordance with subsection B. A victim may exercise a right of termination under this section to terminate a rental agreement in effect when the conviction order is entered and one subsequent rental agreement based upon the same conviction.

B. A tenant who qualifies to terminate such tenant's obligations under a rental agreement pursuant to subsection A shall do so by serving on the landlord a written notice of termination to be effective on a date stated in such written notice, such date to be not less than 30 days after the first date on which the next rental payment is due and payable after the date on which the written notice is given. When the tenant serves the termination notice on the landlord, the tenant shall also provide the landlord with a copy of (i) the order of protection issued or (ii) the conviction order.

C. The rent shall be payable at such time as would otherwise have been required by the terms of the rental agreement through the effective date of the termination as provided in subsection B.

D. The landlord may not charge any liquidated damages.

E. The victim's obligations as a tenant under § 55.1-1227 shall continue through the effective date of the termination as provided in subsection B. Any co-tenants on the lease with the victim shall remain responsible for the rent for the balance of the term of the rental agreement. If the perpetrator is the remaining sole tenant obligated on the rental agreement, the landlord may terminate the rental agreement and collect actual damages for such termination against the perpetrator pursuant to § 55.1-1251.

*F. If the tenant is a victim of family abuse as defined in § 16.1-228 that occurred in the dwelling unit or on the premises and the perpetrator is barred from the dwelling unit pursuant to § 55.1-1246 on the basis of information provided by the tenant to the landlord, or by a protective order from a court of competent jurisdiction pursuant to § 16.1-253.1 or 16.1-279.1 or subsection B of § 20-103, the lease shall not terminate solely due to an act of family abuse against the tenant. However, these provisions shall not be applicable if (i) the tenant fails to provide written documentation corroborating the tenant's status as a victim of family abuse and the exclusion from the dwelling unit of the perpetrator no later than 21 days from the alleged offense or (ii) the perpetrator returns to the dwelling unit or the premises, in violation of a bar notice, and the tenant fails to promptly notify the landlord within 24 hours that the perpetrator has returned to the dwelling unit or the premises, unless the tenant proves by a preponderance of the evidence that the tenant had no actual knowledge that the perpetrator violated the bar notice, or it was not possible for the tenant to notify the landlord within 24 hours, in which case the tenant shall promptly notify the landlord, but in no event later than seven days. If the provisions of this subsection are not applicable, the tenant shall remain responsible for the acts of the other co-tenants, authorized occupants, or guests or invitees pursuant to § 55.1-1227 and is subject to termination of the tenancy pursuant to the lease and this chapter.*

**§ 55.1-1245. (Effective until the later of July 1, 2028 or seven years after the COVID-19 pandemic**

INTRODUCED

SB596

59 **state of emergency expires) Noncompliance with rental agreement; monetary penalty.**

60 A. Except as otherwise provided in this chapter, if there is a material noncompliance by the tenant with  
 61 the rental agreement or a violation of § 55.1-1227 materially affecting health and safety, the landlord may  
 62 serve a written notice on the tenant specifying the acts and omissions constituting the breach and stating that  
 63 the rental agreement will terminate upon a date not less than 30 days after receipt of the notice if the breach is  
 64 not remedied in 21 days and that the rental agreement shall terminate as provided in the notice.

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

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

71 B. Notwithstanding anything to the contrary, when a breach of the tenant's obligations under this chapter  
 72 or the rental agreement involves or constitutes a criminal or a willful act that is not remediable and that poses  
 73 a threat to health or safety, the landlord may terminate the rental agreement immediately and proceed to  
 74 obtain possession of the premises. For purposes of this subsection, any illegal drug activity involving a  
 75 controlled substance, as used or defined by the Drug Control Act (§ 54.1-3400 et seq.), or any activity that  
 76 involves or constitutes a criminal or willful act that also poses a threat to health and safety, by the tenant, an  
 77 authorized occupant, or a guest or invitee of the tenant shall constitute an immediate nonremediable violation  
 78 for which the landlord may proceed to terminate the tenancy without the necessity of waiting for a conviction  
 79 of any criminal offense that may arise out of the same actions. In order to obtain an order of possession from  
 80 a court of competent jurisdiction terminating the tenancy for illegal drug activity or for any other activity that  
 81 involves or constitutes a criminal or willful act that also poses a threat to health and safety, the landlord shall  
 82 prove any such violations by a preponderance of the evidence. However, where the illegal drug activity or  
 83 any activity that involves or constitutes a criminal or willful act that also poses a threat to health and safety is  
 84 engaged in by an authorized occupant or a guest or invitee of the tenant, the tenant shall be presumed to have  
 85 knowledge of such activities unless the presumption is rebutted by a preponderance of the evidence. The  
 86 initial hearing on the landlord's action for immediate possession of the premises shall be held within ~~15~~ *seven*  
 87 calendar days from the date of service on the tenant; ~~however, the court shall order an earlier hearing when~~  
 88 ~~emergency conditions are alleged to exist upon the premises that constitute an immediate threat to the health~~  
 89 ~~or safety of the other tenants.~~ After the initial hearing, if the matter is scheduled for a subsequent hearing or  
 90 for a contested trial, the court, to the extent practicable, shall order that the matter be given priority on the  
 91 court's docket. Such subsequent hearing or contested trial shall be heard no later than ~~30~~ *7* calendar days from  
 92 the date of service on the tenant. During the interim period between the date of the initial hearing and the date  
 93 of any subsequent hearing or contested trial, the court may afford any further remedy or relief as is necessary  
 94 to protect the interests of parties to the proceeding or the interests of any other tenant residing on the  
 95 premises. Failure by the court to hold either of the hearings within the time limits set out in this section shall  
 96 not be a basis for dismissal of the case.

97 ~~D.~~ If the tenant is a victim of family abuse as defined in § 16.1-228 that occurred in the dwelling unit or  
 98 on the premises and the perpetrator is barred from the dwelling unit pursuant to § 55.1-1246 on the basis of  
 99 information provided by the tenant to the landlord, or by a protective order from a court of competent  
 100 jurisdiction pursuant to § 16.1-253.1 or 16.1-279.1 or subsection B of § 20-103, the lease shall not terminate  
 101 solely due to an act of family abuse against the tenant. However, these provisions shall not be applicable if (i)  
 102 the tenant fails to provide written documentation corroborating the tenant's status as a victim of family abuse  
 103 and the exclusion from the dwelling unit of the perpetrator no later than 21 days from the alleged offense or  
 104 (ii) the perpetrator returns to the dwelling unit or the premises, in violation of a bar notice, and the tenant fails  
 105 to promptly notify the landlord within 24 hours that the perpetrator has returned to the dwelling unit or the  
 106 premises, unless the tenant proves by a preponderance of the evidence that the tenant had no actual  
 107 knowledge that the perpetrator violated the bar notice, or it was not possible for the tenant to notify the  
 108 landlord within 24 hours, in which case the tenant shall promptly notify the landlord, but in no event later  
 109 than seven days. If the provisions of this subsection are not applicable, the tenant shall remain responsible for  
 110 the acts of the other co-tenants, authorized occupants, or guests or invitees pursuant to § 55.1-1227 and is  
 111 subject to termination of the tenancy pursuant to the lease and this chapter.

112 ~~E.~~ C. If the tenant has been served with a prior written notice that required the tenant to remedy a breach,  
 113 and the tenant remedied such breach, where the tenant intentionally commits a subsequent breach of a like  
 114 nature as the prior breach, the landlord may serve a written notice on the tenant specifying the acts and  
 115 omissions constituting the subsequent breach, make reference to the prior breach of a like nature, and state  
 116 that the rental agreement will terminate upon a date not less than 30 days after receipt of the notice.

117 ~~F.~~ D. If rent is unpaid when due, and the tenant fails to pay rent within five days after written notice is  
 118 served on him notifying the tenant of his nonpayment, and of the landlord's intention to terminate the rental  
 119 agreement if the rent is not paid within the five-day period, the landlord may terminate the rental agreement

120 and proceed to obtain possession of the premises as provided in § 55.1-1251. If a check for rent is delivered  
 121 to the landlord drawn on an account with insufficient funds, or if an electronic funds transfer has been  
 122 rejected because of insufficient funds or a stop-payment order has been placed in bad faith by the authorizing  
 123 party, and the tenant fails to pay rent within five days after written notice is served on him notifying the  
 124 tenant of his nonpayment and of the landlord's intention to terminate the rental agreement if the rent is not  
 125 paid by cash, cashier's check, certified check, or a completed electronic funds transfer within the five-day  
 126 period, the landlord may terminate the rental agreement and proceed to obtain possession of the premises as  
 127 provided in § 55.1-1251. Nothing shall be construed to prevent a landlord from seeking an award of costs or  
 128 attorney fees under § 8.01-27.1 or civil recovery under § 8.01-27.2, as a part of other damages requested on  
 129 the unlawful detainer filed pursuant to § 8.01-126, provided that the landlord has given notice in accordance  
 130 with § 55.1-1202, which notice may be included in the five-day termination notice provided in accordance  
 131 with this section.

132 ~~G.~~ *E.* Except as otherwise provided in this chapter, the landlord may recover damages and obtain  
 133 injunctive relief for any noncompliance by the tenant with the rental agreement or § 55.1-1227. In the event  
 134 of a breach of the rental agreement or noncompliance by the tenant, the landlord shall be entitled to recover  
 135 from the tenant the following, regardless of whether a lawsuit is filed or an order is obtained from a court: (i)  
 136 rent due and owing as contracted for in the rental agreement, (ii) other charges and fees as contracted for in  
 137 the rental agreement, (iii) late charges contracted for in the rental agreement, (iv) reasonable attorney fees as  
 138 contracted for in the rental agreement or as provided by law, (v) costs of the proceeding as contracted for in  
 139 the rental agreement or as provided by law only if court action has been filed, and (vi) damages to the  
 140 dwelling unit or premises as contracted for in the rental agreement.

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

150 ~~I. 1. A landlord who owns more than four rental dwelling units or more than a 10 percent interest in more~~  
 151 ~~than four rental dwelling units, whether individually or through a business entity, in the Commonwealth, shall~~  
 152 ~~not take any adverse action, as defined in 15 U.S.C. § 1681a(k), against an applicant for tenancy based solely~~  
 153 ~~on payment history or an eviction for nonpayment of rent that occurred during the period beginning on March~~  
 154 ~~12, 2020, and ending 30 days after the expiration or revocation of any state of emergency declared by the~~  
 155 ~~Governor related to the COVID-19 pandemic.~~

156 ~~2. If such a landlord denies an applicant for tenancy, then the landlord shall provide to the applicant~~  
 157 ~~written notice of the denial and of the applicant's right to assert that his failure to qualify was based upon~~  
 158 ~~payment history or an eviction based on nonpayment of rent that occurred during the period beginning on~~  
 159 ~~March 12, 2020, and ending 30 days after the expiration or revocation of any state of emergency related to~~  
 160 ~~the COVID-19 pandemic. The written notice of denial shall include the statewide legal aid telephone number~~  
 161 ~~and website address and shall inform the applicant that he must assert his right to challenge the denial within~~  
 162 ~~seven days of the postmark date. If the landlord does not receive a response from the applicant within seven~~  
 163 ~~days of the postmark date, the landlord may proceed. If, in addition to the written notice, the landlord~~  
 164 ~~provides notice to the applicant by electronic or telephonic means using an email address, telephone number,~~  
 165 ~~or other contact information provided by the applicant informing the applicant of his denial and right to assert~~  
 166 ~~that his failure to qualify was based upon payment history or an eviction based on nonpayment of rent that~~  
 167 ~~occurred during the period beginning on March 12, 2020, and ending 30 days after the expiration or~~  
 168 ~~revocation of any state of emergency related to the COVID-19 pandemic and the tenant does not make such~~  
 169 ~~assertion that the failure to qualify was the result of such payment history or eviction prior to the close of~~  
 170 ~~business on the next business day, the landlord may proceed. The landlord must be able to validate the date~~  
 171 ~~and time that any communication sent by electronic or telephonic means was sent to the applicant. If a~~  
 172 ~~landlord does receive a response from the applicant asserting such a right, and the landlord relied upon a~~  
 173 ~~consumer or tenant screening report, the landlord shall make a good faith effort to contact the generator of the~~  
 174 ~~report to ascertain whether such determination was due solely to the applicant for tenancy's payment history~~  
 175 ~~or an eviction for nonpayment that occurred during the period beginning on March 12, 2020, and ending 30~~  
 176 ~~days after the expiration or revocation of any state of emergency declared by the Governor related to the~~  
 177 ~~COVID-19 pandemic. If the landlord does not receive a response from the generator of the report within three~~  
 178 ~~business days of requesting the information, the landlord may proceed with using the information from the~~  
 179 ~~report without additional action.~~

180 ~~3. If such a landlord does not comply with the provisions of this subsection, the applicant for tenancy may~~

181 recover statutory damages of \$1,000, along with attorney fees.

182 **§ 55.1-1245.1. Tenant noncompliance during the COVID-19 pandemic; landlord prohibited from**  
183 **taking certain adverse actions.**

184 A. A landlord who owns more than four rental dwelling units or more than a 10 percent interest in more  
185 than four rental dwelling units, whether individually or through a business entity, in the Commonwealth,  
186 shall not take any adverse action, as defined in 15 U.S.C. § 1681a(k), against an applicant for tenancy based  
187 solely on payment history or an eviction for nonpayment of rent that occurred during the period beginning on  
188 March 12, 2020, and ending 30 days after the expiration or revocation of any state of emergency declared by  
189 the Governor related to the COVID-19 pandemic.

190 B. If such a landlord denies an applicant for tenancy, then the landlord shall provide to the applicant  
191 written notice of the denial and of the applicant's right to assert that his failure to qualify was based upon  
192 payment history or an eviction based on nonpayment of rent that occurred during the period beginning on  
193 March 12, 2020, and ending 30 days after the expiration or revocation of any state of emergency related to  
194 the COVID-19 pandemic. The written notice of denial shall include the statewide legal aid telephone number  
195 and website address and shall inform the applicant that he must assert his right to challenge the denial within  
196 seven days of the postmark date. If the landlord does not receive a response from the applicant within seven  
197 days of the postmark date, the landlord may proceed. If, in addition to the written notice, the landlord  
198 provides notice to the applicant by electronic or telephonic means using an email address, telephone number,  
199 or other contact information provided by the applicant informing the applicant of his denial and right to  
200 assert that his failure to qualify was based upon payment history or an eviction based on nonpayment of rent  
201 that occurred during the period beginning on March 12, 2020, and ending 30 days after the expiration or  
202 revocation of any state of emergency related to the COVID-19 pandemic and the tenant does not make such  
203 assertion that the failure to qualify was the result of such payment history or eviction prior to the close of  
204 business on the next business day, the landlord may proceed. The landlord must be able to validate the date  
205 and time that any communication sent by electronic or telephonic means was sent to the applicant. If a  
206 landlord does receive a response from the applicant asserting such a right, and the landlord relied upon a  
207 consumer or tenant screening report, the landlord shall make a good faith effort to contact the generator of  
208 the report to ascertain whether such determination was due solely to the applicant for tenancy's payment  
209 history or an eviction for nonpayment that occurred during the period beginning on March 12, 2020, and  
210 ending 30 days after the expiration or revocation of any state of emergency declared by the Governor related  
211 to the COVID-19 pandemic. If the landlord does not receive a response from the generator of the report  
212 within three business days of requesting the information, the landlord may proceed with using the  
213 information from the report without additional action.

214 C. If such a landlord does not comply with the provisions of this subsection, the applicant for tenancy may  
215 recover statutory damages of \$1,000, along with attorney fees.

216 **2. That the second enactment of Chapter 47 of the Acts of Assembly of 2020, Special Session I, is**  
217 **amended and reenacted as follows:**

218 **2. That the provisions of this act shall expire either seven years after the expiration of any state of**  
219 **emergency declared by the Governor related to the COVID-19 pandemic or on July 1, 2028, whichever**  
220 **is later on July 1, 2024.**

221 **3. That the provisions of § 55.1-1245.1 of the Code of Virginia, as created by this act, shall expire on**  
**July 1, 2028.**