

25101819D

SENATE BILL NO. 812

Offered January 8, 2025

Prefiled December 30, 2024

A BILL to amend and reenact § 55.1-1245, as it is currently effective and as it shall become effective, of the Code of Virginia, relating to Virginia Residential Landlord and Tenant Act; landlord remedies; noncompliance with rental agreement.

Patron—Rouse

Referred to Committee on General Laws and Technology

Be it enacted by the General Assembly of Virginia:

1. That § 55.1-1245, as it is currently effective and as it shall become effective, of the Code of Virginia is amended and reenacted as follows:

§ 55.1-1245. (Effective until the later of July 1, 2028, or seven years after the COVID-19 pandemic state of emergency expires) Noncompliance with rental agreement; monetary penalty.

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

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

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

D. 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

59 and the exclusion from the dwelling unit of the perpetrator no later than 21 days from the alleged offense or  
60 (ii) the perpetrator returns to the dwelling unit or the premises, in violation of a bar notice, and the tenant fails  
61 to promptly notify the landlord within 24 hours that the perpetrator has returned to the dwelling unit or the  
62 premises, unless the tenant proves by a preponderance of the evidence that the tenant had no actual  
63 knowledge that the perpetrator violated the bar notice, or it was not possible for the tenant to notify the  
64 landlord within 24 hours, in which case the tenant shall promptly notify the landlord, but in no event later  
65 than seven days. If the provisions of this subsection are not applicable, the tenant shall remain responsible for  
66 the acts of the other co-tenants, authorized occupants, or guests or invitees pursuant to § 55.1-1227 and is  
67 subject to termination of the tenancy pursuant to the lease and this chapter.

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

73 F. If rent is unpaid when due, and the tenant fails to pay rent within ~~five~~ 14 days after written notice is  
74 served on him notifying the tenant of his nonpayment, and of the landlord's intention to terminate the rental  
75 agreement if the rent is not paid within the ~~five-day~~ 14-day period, the landlord may terminate the rental  
76 agreement and proceed to obtain possession of the premises as provided in § 55.1-1251. If a check for rent is  
77 delivered to the landlord drawn on an account with insufficient funds, or if an electronic funds transfer has  
78 been rejected because of insufficient funds or a stop-payment order has been placed in bad faith by the  
79 authorizing party, and the tenant fails to pay rent within ~~five~~ 14 days after written notice is served on him  
80 notifying the tenant of his nonpayment and of the landlord's intention to terminate the rental agreement if the  
81 rent is not paid by cash, cashier's check, certified check, or a completed electronic funds transfer within the  
82 ~~five-day~~ 14-day period, the landlord may terminate the rental agreement and proceed to obtain possession of  
83 the premises as provided in § 55.1-1251. Nothing shall be construed to prevent a landlord from seeking an  
84 award of costs or attorney fees under § 8.01-27.1 or civil recovery under § 8.01-27.2, as a part of other  
85 damages requested on the unlawful detainer filed pursuant to § 8.01-126, provided that the landlord has given  
86 notice in accordance with § 55.1-1202, which notice may be included in the ~~five-day~~ 14-day termination  
87 notice provided in accordance with this section.

88 G. Except as otherwise provided in this chapter, the landlord may recover damages and obtain injunctive  
89 relief for any noncompliance by the tenant with the rental agreement or § 55.1-1227. In the event of a breach  
90 of the rental agreement or noncompliance by the tenant, the landlord shall be entitled to recover from the  
91 tenant the following, regardless of whether a lawsuit is filed or an order is obtained from a court: (i) rent due  
92 and owing as contracted for in the rental agreement, (ii) other charges and fees as contracted for in the rental  
93 agreement, (iii) late charges contracted for in the rental agreement, (iv) reasonable attorney fees as contracted  
94 for in the rental agreement or as provided by law, (v) costs of the proceeding as contracted for in the rental  
95 agreement or as provided by law only if court action has been filed, and (vi) damages to the dwelling unit or  
96 premises as contracted for in the rental agreement.

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

106 I. 1. A landlord who owns more than four rental dwelling units or more than a 10 percent interest in more  
107 than four rental dwelling units, whether individually or through a business entity, in the Commonwealth, shall  
108 not take any adverse action, as defined in 15 U.S.C. § 1681a(k), against an applicant for tenancy based solely  
109 on payment history or an eviction for nonpayment of rent that occurred during the period beginning on March  
110 12, 2020, and ending 30 days after the expiration or revocation of any state of emergency declared by the  
111 Governor related to the COVID-19 pandemic.

112 2. If such a landlord denies an applicant for tenancy, then the landlord shall provide to the applicant  
113 written notice of the denial and of the applicant's right to assert that his failure to qualify was based upon  
114 payment history or an eviction based on nonpayment of rent that occurred during the period beginning on  
115 March 12, 2020, and ending 30 days after the expiration or revocation of any state of emergency related to  
116 the COVID-19 pandemic. The written notice of denial shall include the statewide legal aid telephone number  
117 and website address and shall inform the applicant that he must assert his right to challenge the denial within  
118 seven days of the postmark date. If the landlord does not receive a response from the applicant within seven  
119 days of the postmark date, the landlord may proceed. If, in addition to the written notice, the landlord

120 provides notice to the applicant by electronic or telephonic means using an email address, telephone number,  
 121 or other contact information provided by the applicant informing the applicant of his denial and right to assert  
 122 that his failure to qualify was based upon payment history or an eviction based on nonpayment of rent that  
 123 occurred during the period beginning on March 12, 2020, and ending 30 days after the expiration or  
 124 revocation of any state of emergency related to the COVID-19 pandemic and the tenant does not make such  
 125 assertion that the failure to qualify was the result of such payment history or eviction prior to the close of  
 126 business on the next business day, the landlord may proceed. The landlord must be able to validate the date  
 127 and time that any communication sent by electronic or telephonic means was sent to the applicant. If a  
 128 landlord does receive a response from the applicant asserting such a right, and the landlord relied upon a  
 129 consumer or tenant screening report, the landlord shall make a good faith effort to contact the generator of the  
 130 report to ascertain whether such determination was due solely to the applicant for tenancy's payment history  
 131 or an eviction for nonpayment that occurred during the period beginning on March 12, 2020, and ending 30  
 132 days after the expiration or revocation of any state of emergency declared by the Governor related to the  
 133 COVID-19 pandemic. If the landlord does not receive a response from the generator of the report within three  
 134 business days of requesting the information, the landlord may proceed with using the information from the  
 135 report without additional action.

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

138 **§ 55.1-1245. (Effective the later of July 1, 2028, or 7 years after the COVID-19 pandemic state of**  
 139 **emergency expires) Noncompliance with rental agreement; monetary penalty.**

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

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

148 C. If the tenant commits a breach that is not remediable, the landlord may serve a written notice on the  
 149 tenant specifying the acts and omissions constituting the breach and stating that the rental agreement will  
 150 terminate upon a date not less than 30 days after receipt of the notice. Notwithstanding anything to the  
 151 contrary, when a breach of the tenant's obligations under this chapter or the rental agreement involves or  
 152 constitutes a criminal or a willful act that is not remediable and that poses a threat to health or safety, the  
 153 landlord may terminate the rental agreement immediately and proceed to obtain possession of the premises.  
 154 For purposes of this subsection, any illegal drug activity involving a controlled substance, as used or defined  
 155 by the Drug Control Act (§ 54.1-3400 et seq.), or any activity that involves or constitutes a criminal or willful  
 156 act that also poses a threat to health and safety, by the tenant, an authorized occupant, or a guest or invitee of  
 157 the tenant shall constitute an immediate nonremediable violation for which the landlord may proceed to  
 158 terminate the tenancy without the necessity of waiting for a conviction of any criminal offense that may arise  
 159 out of the same actions. In order to obtain an order of possession from a court of competent jurisdiction  
 160 terminating the tenancy for illegal drug activity or for any other activity that involves or constitutes a criminal  
 161 or willful act that also poses a threat to health and safety, the landlord shall prove any such violations by a  
 162 preponderance of the evidence. However, where the illegal drug activity or any activity that involves or  
 163 constitutes a criminal or willful act that also poses a threat to health and safety is engaged in by an authorized  
 164 occupant or a guest or invitee of the tenant, the tenant shall be presumed to have knowledge of such activities  
 165 unless the presumption is rebutted by a preponderance of the evidence. The initial hearing on the landlord's  
 166 action for immediate possession of the premises shall be held within 15 calendar days from the date of  
 167 service on the tenant; however, the court shall order an earlier hearing when emergency conditions are  
 168 alleged to exist upon the premises that constitute an immediate threat to the health or safety of the other  
 169 tenants. After the initial hearing, if the matter is scheduled for a subsequent hearing or for a contested trial,  
 170 the court, to the extent practicable, shall order that the matter be given priority on the court's docket. Such  
 171 subsequent hearing or contested trial shall be heard no later than 30 calendar days from the date of service on  
 172 the tenant. During the interim period between the date of the initial hearing and the date of any subsequent  
 173 hearing or contested trial, the court may afford any further remedy or relief as is necessary to protect the  
 174 interests of parties to the proceeding or the interests of any other tenant residing on the premises. Failure by  
 175 the court to hold either of the hearings within the time limits set out in this section shall not be a basis for  
 176 dismissal of the case.

177 D. If the tenant is a victim of family abuse as defined in § 16.1-228 that occurred in the dwelling unit or  
 178 on the premises and the perpetrator is barred from the dwelling unit pursuant to § 55.1-1246 on the basis of  
 179 information provided by the tenant to the landlord, or by a protective order from a court of competent  
 180 jurisdiction pursuant to § 16.1-253.1 or 16.1-279.1 or subsection B of § 20-103, the lease shall not terminate

181 solely due to an act of family abuse against the tenant. However, these provisions shall not be applicable if (i)  
182 the tenant fails to provide written documentation corroborating the tenant's status as a victim of family abuse  
183 and the exclusion from the dwelling unit of the perpetrator no later than 21 days from the alleged offense or  
184 (ii) the perpetrator returns to the dwelling unit or the premises, in violation of a bar notice, and the tenant fails  
185 to promptly notify the landlord within 24 hours that the perpetrator has returned to the dwelling unit or the  
186 premises, unless the tenant proves by a preponderance of the evidence that the tenant had no actual  
187 knowledge that the perpetrator violated the bar notice, or it was not possible for the tenant to notify the  
188 landlord within 24 hours, in which case the tenant shall promptly notify the landlord, but in no event later  
189 than seven days. If the provisions of this subsection are not applicable, the tenant shall remain responsible for  
190 the acts of the other co-tenants, authorized occupants, or guests or invitees pursuant to § 55.1-1227 and is  
191 subject to termination of the tenancy pursuant to the lease and this chapter.

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

197 F. If rent is unpaid when due, and the tenant fails to pay rent within ~~five~~ 14 days after written notice is  
198 served on him notifying the tenant of his nonpayment, and of the landlord's intention to terminate the rental  
199 agreement if the rent is not paid within the ~~five-day~~ 14-day period, the landlord may terminate the rental  
200 agreement and proceed to obtain possession of the premises as provided in § 55.1-1251. If a check for rent is  
201 delivered to the landlord drawn on an account with insufficient funds, or if an electronic funds transfer has  
202 been rejected because of insufficient funds or a stop-payment order has been placed in bad faith by the  
203 authorizing party, and the tenant fails to pay rent within ~~five~~ 14 days after written notice is served on him  
204 notifying the tenant of his nonpayment and of the landlord's intention to terminate the rental agreement if the  
205 rent is not paid by cash, cashier's check, certified check, or a completed electronic funds transfer within the  
206 ~~five-day~~ 14-day period, the landlord may terminate the rental agreement and proceed to obtain possession of  
207 the premises as provided in § 55.1-1251. Nothing shall be construed to prevent a landlord from seeking an  
208 award of costs or attorney fees under § 8.01-27.1 or civil recovery under § 8.01-27.2, as a part of other  
209 damages requested on the unlawful detainer filed pursuant to § 8.01-126, provided that the landlord has given  
210 notice in accordance with § 55.1-1202, which notice may be included in the ~~five-day~~ 14-day termination  
211 notice provided in accordance with this section.

212 G. Except as otherwise provided in this chapter, the landlord may recover damages and obtain injunctive  
213 relief for any noncompliance by the tenant with the rental agreement or § 55.1-1227. In the event of a breach  
214 of the rental agreement or noncompliance by the tenant, the landlord shall be entitled to recover from the  
215 tenant the following, regardless of whether a lawsuit is filed or an order is obtained from a court: (i) rent due  
216 and owing as contracted for in the rental agreement, (ii) other charges and fees as contracted for in the rental  
217 agreement, (iii) late charges contracted for in the rental agreement, (iv) reasonable attorney fees as contracted  
218 for in the rental agreement or as provided by law, (v) costs of the proceeding as contracted for in the rental  
219 agreement or as provided by law only if court action has been filed, and (vi) damages to the dwelling unit or  
220 premises as contracted for in the rental agreement.

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