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SENATE BILL NO. 1285  
AMENDMENT IN THE NATURE OF A SUBSTITUTE  
(Proposed by the Senate Committee on General Laws and Technology  
on \_\_\_\_\_)  
(Patron Prior to Substitute—Senator DeSteph)

*A BILL to amend and reenact §§ 54.1-500, 55.1-703, and 59.1-200, as it is currently effective and as it shall become effective, of the Code of Virginia and to repeal Article 5 (§§ 54.1-1144, 54.1-1145, and 54.1-1146) of Chapter 11 of Title 54.1 of the Code of Virginia, relating to Department of Professional and Occupational Regulation; deregulation of residential building energy analysts.*

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

**1. That §§ 54.1-500, 55.1-703, and 59.1-200, as it is currently effective and as it shall become effective, of the Code of Virginia are amended and reenacted as follows:**

**§ 54.1-500. Definitions.**

As used in this chapter, unless the context requires a different meaning:

"Accredited asbestos training program" means a training program that has been approved by the Board to provide training for individuals to engage in asbestos abatement, conduct asbestos inspections, prepare management plans, prepare project designs or act as project monitors.

"Accredited lead training program" means a training program that has been approved by the Board to provide training for individuals to engage in lead-based paint activities.

"Asbestos" means the asbestiform varieties of actinolite, amosite, anthophyllite, chrysotile, crocidolite, and tremolite.

"Asbestos analytical laboratory license" means an authorization issued by the Board to perform phase contrast, polarized light, or transmission electron microscopy on material known or suspected to contain asbestos.

"Asbestos contractor's license" means an authorization issued by the Board permitting a person to enter into contracts to perform an asbestos abatement project.

"Asbestos-containing materials" or "ACM" means any material or product which contains more than 1.0 percent asbestos or such other percentage as established by EPA final rule.

"Asbestos inspector's license" means an authorization issued by the Board permitting a person to perform on-site investigations to identify, classify, record, sample, test, and prioritize by exposure potential

31 asbestos-containing materials.

32 "Asbestos management plan" means a program designed to control or abate any potential risk to human  
33 health from asbestos.

34 "Asbestos management planner's license" means an authorization issued by the Board permitting a person  
35 to develop or alter an asbestos management plan.

36 "Asbestos project" or "asbestos abatement project" means an activity involving job set-up for  
37 containment, removal, encapsulation, enclosure, encasement, renovation, repair, construction, or alteration of  
38 an asbestos-containing material. An asbestos project or asbestos abatement project shall not include  
39 nonfriable asbestos-containing roofing, flooring and siding materials which when installed, encapsulated or  
40 removed do not become friable.

41 "Asbestos project designer's license" means an authorization issued by the Board permitting a person to  
42 design an asbestos abatement project.

43 "Asbestos project monitor's license" means an authorization issued by the Board permitting a person to  
44 monitor an asbestos project, subject to Department regulations.

45 "Asbestos supervisor" means any person so designated by an asbestos contractor who provides on-site  
46 supervision and direction to the workers engaged in asbestos projects.

47 "Asbestos worker's license" means an authorization issued by the Board permitting an individual to work  
48 on an asbestos project.

49 "Board" means the Virginia Board for Asbestos, Lead, and Home Inspectors.

50 "Friable" means that the material when dry may be crumbled, pulverized, or reduced to powder by hand  
51 pressure and includes previously nonfriable material after such previously nonfriable material becomes  
52 damaged to the extent that when dry it may be crumbled, pulverized, or reduced to powder by hand pressure.

53 "Home inspection" means any inspection of a residential building for compensation conducted by a  
54 licensed home inspector. A home inspection shall include a written evaluation of the readily accessible  
55 components of a residential building, including heating, cooling, plumbing, and electrical systems; structural  
56 components; foundation; roof; masonry structure; exterior and interior components; and other related  
57 residential housing components. A home inspection may be limited in scope as provided in a home inspection  
58 contract, provided that such contract is not inconsistent with the provisions of this chapter or the regulations  
59 of the Board. ~~For purposes of this chapter, residential building energy analysis alone, as defined in §~~

60 ~~54.1-1144, shall not be considered a home inspection.~~

61 "Home inspector" means a person who meets the criteria of education, experience, and testing required by  
62 this chapter and regulations of the Board and who has been licensed by the Board to perform home  
63 inspections.

64 "Lead abatement" means any measure or set of measures designed to permanently eliminate lead-based  
65 paint hazards, including lead-contaminated dust or soil.

66 "Lead-based paint" means paint or other surface coatings that contain lead equal to or in excess of 1.0  
67 milligrams per square centimeter or more than 0.5 percent by weight.

68 "Lead-based paint activity" means lead inspection, lead risk assessment, lead project design, and  
69 abatement of lead-based paint and lead-based paint hazards, including lead-contaminated dust and  
70 lead-contaminated soil.

71 "Lead-contaminated soil" means bare soil that contains lead at or in excess of levels identified by the  
72 Environmental Protection Agency.

73 "Lead contractor" means a person who has met the Board's requirements and has been issued a license by  
74 the Board to enter into contracts to perform lead abatements.

75 "Lead inspection" means a surface-by-surface investigation to determine the presence of lead-based paint  
76 and the provisions of a report explaining the results of the investigation.

77 "Lead inspector" means an individual who has been licensed by the Board to conduct lead inspections and  
78 abatement clearance testing.

79 "Lead project design" means any descriptive form written as instructions or drafted as a plan describing  
80 the construction or setting up of a lead abatement project area and the work practices to be utilized during the  
81 lead abatement project.

82 "Lead project designer" means an individual who has been licensed by the Board to prepare lead project  
83 designs.

84 "Lead risk assessment" means (i) an on-site investigation to determine the existence, nature, severity and  
85 location of lead-based paint hazards and (ii) the provision of a report by the individual or the firm conducting  
86 the risk assessment, explaining the results of the investigation and options for reducing lead-based paint  
87 hazards.

88 "Lead risk assessor" means an individual who has been licensed by the Board to conduct lead inspections,

89 lead risk assessments, and abatement clearance testing.

90 "Lead supervisor" means an individual who has been licensed by the Board to supervise lead abatements.

91 "Lead worker" or "lead abatement worker" means an individual who has been licensed by the Board to  
92 perform lead abatement.

93 "Person" means a corporation, partnership, sole proprietorship, firm, enterprise, franchise, association, or  
94 any other individual or entity.

95 "Principal instructor" means the individual who has the primary responsibility for organizing and teaching  
96 an accredited asbestos training program, an accredited lead training program, or any combination thereof.

97 "Residential building" means, for the purposes of home inspection, a structure consisting of one to four  
98 dwelling units used or occupied, or intended to be used or occupied, for residential purposes.

99 "Training manager" means the individual responsible for administering a training program and monitoring  
100 the performance of instructors for an accredited asbestos training or accredited lead training program.

101 **§ 55.1-703. Required disclosures for buyer to beware; buyer to exercise necessary due diligence.**

102 A. The owner of the residential real property shall furnish to a purchaser a residential property disclosure  
103 statement for the buyer to beware of certain matters that may affect the buyer's decision to purchase such real  
104 property. Such statement shall be provided by the Real Estate Board on its website.

105 B. The residential property disclosure statement provided by the Real Estate Board on its website shall  
106 include the following:

107 1. The owner makes no representations or warranties as to the condition of the real property or any  
108 improvements thereon, or with regard to any covenants and restrictions, or any conveyances of mineral  
109 rights, as may be recorded among the land records affecting the real property or any improvements thereon,  
110 and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary,  
111 including obtaining a home inspection, as defined in § 54.1-500, a mold assessment conducted by a business  
112 that follows the guidelines provided by the U.S. Environmental Protection Agency, and a residential building  
113 energy analysis, as defined in § 54.1-1144, in accordance with terms and conditions as may be contained in  
114 the real estate purchase contract, but in any event prior to settlement pursuant to such contract;

115 2. The owner makes no representation with respect to current lot lines or the ability to expand, improve, or  
116 add any structures on the property, and purchasers are advised to exercise whatever due diligence a particular  
117 purchaser deems necessary, including obtaining a property survey and contacting the locality to determine

118 zoning ordinances or lot coverage, height, or setback requirements on the property.

119 3. The owner makes no representations with respect to any matters that may pertain to parcels adjacent to  
120 the subject parcel, including zoning classification or permitted uses of adjacent parcels, and purchasers are  
121 advised to exercise whatever due diligence a particular purchaser deems necessary with respect to adjacent  
122 parcels in accordance with terms and conditions as may be contained in the real estate purchase contract, but  
123 in any event prior to settlement pursuant to such contract;

124 4. The owner makes no representations to any matters that pertain to whether the provisions of any  
125 historic district ordinance affect the property, and purchasers are advised to exercise whatever due diligence a  
126 particular purchaser deems necessary with respect to any historic district designated by the locality pursuant  
127 to § 15.2-2306, including review of (i) any local ordinance creating such district, (ii) any official map adopted  
128 by the locality depicting historic districts, and (iii) any materials available from the locality that explain (a)  
129 any requirements to alter, reconstruct, renovate, restore, or demolish buildings or signs in the local historic  
130 district and (b) the necessity of any local review board or governing body approvals prior to doing any work  
131 on a property located in a local historic district, in accordance with terms and conditions as may be contained  
132 in the real estate purchase contract, but in any event prior to settlement pursuant to such contract;

133 5. The owner makes no representations with respect to whether the property contains any resource  
134 protection areas established in an ordinance implementing the Chesapeake Bay Preservation Act (§  
135 62.1-44.15:67 et seq.) adopted by the locality where the property is located pursuant to § 62.1-44.15:74, and  
136 purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary to  
137 determine whether the provisions of any such ordinance affect the property, including review of any official  
138 map adopted by the locality depicting resource protection areas, in accordance with terms and conditions as  
139 may be contained in the real estate purchase contract, but in any event prior to settlement pursuant to such  
140 contract;

141 6. The owner makes no representations with respect to information on any sexual offenders registered  
142 under Chapter 23 (§ 19.2-387 et seq.) of Title 19.2, and purchasers are advised to exercise whatever due  
143 diligence they deem necessary with respect to such information, in accordance with terms and conditions as  
144 may be contained in the real estate purchase contract, but in any event prior to settlement pursuant to such  
145 contract;

146 7. The owner makes no representations with respect to whether the property is within a dam break

147 inundation zone. Such disclosure statement shall advise purchasers to exercise whatever due diligence they  
148 deem necessary with respect to whether the property resides within a dam break inundation zone, including a  
149 review of any map adopted by the locality depicting dam break inundation zones;

150 8. The owner makes no representations with respect to the presence of any wastewater system, including  
151 the type or size of the wastewater system or associated maintenance responsibilities related to the wastewater  
152 system, located on the property, and purchasers are advised to exercise whatever due diligence they deem  
153 necessary to determine the presence of any wastewater system on the property and the costs associated with  
154 maintaining, repairing, or inspecting any wastewater system, including any costs or requirements related to  
155 the pump-out of septic tanks, in accordance with terms and conditions as may be contained in the real estate  
156 purchase contract, but in any event prior to settlement pursuant to such contract;

157 9. The owner makes no representations with respect to any right to install or use solar energy collection  
158 devices on the property;

159 10. The owner makes no representations with respect to whether the property is located in one or more  
160 special flood hazard areas, and purchasers are advised to exercise whatever due diligence they deem  
161 necessary, including (i) obtaining a flood certification or mortgage lender determination of whether the  
162 property is located in one or more special flood hazard areas, (ii) reviewing any map depicting special flood  
163 hazard areas, (iii) contacting the Federal Emergency Management Agency (FEMA) or visiting the website for  
164 FEMA's National Flood Insurance Program or the Virginia Flood Risk Information website operated by the  
165 Department of Conservation and Recreation, and (iv) determining whether flood insurance is required, in  
166 accordance with terms and conditions as may be contained in the real estate purchase contract, but in any  
167 event prior to settlement pursuant to such contract. A flood risk information form, pursuant to the provisions  
168 of subsection D, that provides additional information on flood risk and flood insurance is available for  
169 download by the Real Estate Board on its website;

170 11. The owner makes no representations with respect to whether the property is subject to one or more  
171 conservation or other easements, and purchasers are advised to exercise whatever due diligence a particular  
172 purchaser deems necessary in accordance with terms and conditions as may be contained in the real estate  
173 purchase contract, but in any event prior to settlement pursuant to such contract;

174 12. The owner makes no representations with respect to whether the property is subject to a community  
175 development authority approved by a local governing body pursuant to Article 6 (§ 15.2-5152 et seq.) of

176 Chapter 51 of Title 15.2, and purchasers are advised to exercise whatever due diligence a particular purchaser  
177 deems necessary in accordance with terms and conditions as may be contained in the real estate purchase  
178 contract, including determining whether a copy of the resolution or ordinance has been recorded in the land  
179 records of the circuit court for the locality in which the community development authority district is located  
180 for each tax parcel included in the district pursuant to § 15.2-5157, but in any event prior to settlement  
181 pursuant to such contract;

182 13. The owner makes no representations with respect to whether the property is located on or near  
183 deposits of marine clays (marumsco soils), and purchasers are advised to exercise whatever due diligence a  
184 particular purchaser deems necessary in accordance with terms and conditions as may be contained in the real  
185 estate purchase contract, including consulting public resources regarding local soil conditions and having the  
186 soil and structural conditions of the property analyzed by a qualified professional;

187 14. The owner makes no representations with respect to whether the property is located in a locality  
188 classified as Zone 1 or Zone 2 by the U.S. Environmental Protection Agency's (EPA) Map of Radon Zones,  
189 and purchasers are advised to exercise whatever due diligence they deem necessary to determine whether the  
190 property is located in such a zone, including (i) reviewing the EPA's Map of Radon Zones or visiting the  
191 EPA's radon information website; (ii) visiting the Virginia Department of Health's Indoor Radon Program  
192 website; (iii) visiting the National Radon Proficiency Program's website; (iv) visiting the National Radon  
193 Safety Board's website that lists the Board's certified contractors; and (v) ordering a radon inspection, in  
194 accordance with the terms and conditions as may be contained in the real estate purchase contract, but in any  
195 event prior to settlement pursuant to such contract;

196 15. The owner makes no representations with respect to whether the property contains any pipe, pipe or  
197 plumbing fitting, fixture, solder, or flux that does not meet the federal Safe Drinking Water Act definition of  
198 "lead free" pursuant to 42 U.S.C. § 300g-6, and purchasers are advised to exercise whatever due diligence  
199 they deem necessary to determine whether the property contains any pipe, pipe or plumbing fitting, fixture,  
200 solder, or flux that does not meet the federal Safe Drinking Water Act definition of "lead free," in accordance  
201 with terms and conditions as may be contained in the real estate purchase contract, but in any event prior to  
202 settlement pursuant to such contract;

203 16. The owner makes no representations with respect to the existence of defective drywall on the property,  
204 and purchasers are advised to exercise whatever due diligence they deem necessary to determine whether

205 there is defective drywall on the property, in accordance with terms and conditions as may be contained in the  
206 real estate purchase contract, but in any event prior to settlement pursuant to such contract. For purposes of  
207 this subdivision, "defective drywall" means the same as that term is defined in § 36-156.1; and

208 17. The owner makes no representation with respect to the condition or regulatory status of any  
209 impounding structure or dam on the property or under the ownership of the common interest community that  
210 the owner of the property is required to join, and purchasers are advised to exercise whatever due diligence a  
211 particular purchaser deems necessary to determine the condition, regulatory status, cost of required  
212 maintenance and operation, or other relevant information pertaining to the impounding structure or dam,  
213 including contacting the Department of Conservation and Recreation or a licensed professional engineer.

214 C. The residential property disclosure statement shall be delivered in accordance with § 55.1-709.

215 D. The Real Estate Board shall make available on its website a flood risk information form. Such form  
216 shall be substantially as follows:

217 Flood Risk Information Form

218 The purpose of this information form is to provide property owners and potential property owners with  
219 information regarding flood risk. This information form does not determine whether a property owner will be  
220 required to purchase a flood insurance policy. That determination is made by the lender providing a loan for  
221 the property at the lender's discretion.

222 Mortgage lenders are mandated under the Flood Disaster Protection Act of 1973 and the National Flood  
223 Insurance Reform Act of 1994 to require the purchase of flood insurance by property owners who acquire  
224 loans from federally regulated, supervised, or insured financial institutions for the acquisition or improvement  
225 of land, facilities, or structures located within or to be located within a Special Flood Hazard Area. A Special  
226 Flood Hazard Area (SFHA) is a high-risk area defined as any land that would be inundated by a flood, also  
227 known as a base flood, having a one percent chance of occurring in a given year. The lender reviews the  
228 current National Flood Insurance Program (NFIP) maps for the community in which the property is located to  
229 determine its location relative to the published SFHA and completes the Standard Flood Hazard  
230 Determination Form (SFHDF), created by the Federal Emergency Management Agency (FEMA). If the  
231 lender determines that the structure is indeed located within a SFHA and the community is participating in  
232 the NFIP, the borrower is then notified that flood insurance will be required as a condition of receiving the  
233 loan. A similar review and notification are completed whenever a loan is sold on the secondary loan market



234 or when the lender completes a routine review of its mortgage portfolio.

235 Properties that are not located in a SFHA can still flood. Flood damage is not generally covered by a  
236 standard home insurance policy. It is prudent to consider purchasing flood insurance even when flood  
237 insurance is not required by a lender. Properties not located in a SFHA may be eligible for a low-cost  
238 preferred risk flood insurance policy. Property owners and buyers are encouraged to consult with their  
239 insurance agent about flood insurance.

240 What is a flood? A flood is a general and temporary condition of partial or complete inundation of two or  
241 more acres of normally dry land area or of two or more properties, at least one of which is the policyholder's  
242 property, from (i) overflow of inland or tidal waters, (ii) unusual and rapid accumulation or runoff of surface  
243 waters from any source, (iii) mudflow, or (iv) collapse or subsidence of land along the shore of a lake or  
244 similar body of water as a result of erosion or undermining caused by waves or currents of water exceeding  
245 anticipated cyclical levels that result in a flood.

246 FEMA is required to update Flood Maps every five years. Flood zones for this property may change due  
247 to periodic map updates. To determine what flood zone or zones a property is located in a buyer can visit the  
248 website for FEMA's National Flood Insurance Program or the Virginia Department of Conservation and  
249 Recreation's Flood Risk Information System website.

250 **§ 59.1-200. (Effective until July 1, 2025) Prohibited practices.**

251 A. The following fraudulent acts or practices committed by a supplier in connection with a consumer  
252 transaction are hereby declared unlawful:

253 1. Misrepresenting goods or services as those of another;

254 2. Misrepresenting the source, sponsorship, approval, or certification of goods or services;

255 3. Misrepresenting the affiliation, connection, or association of the supplier, or of the goods or services,  
256 with another;

257 4. Misrepresenting geographic origin in connection with goods or services;

258 5. Misrepresenting that goods or services have certain quantities, characteristics, ingredients, uses, or  
259 benefits;

260 6. Misrepresenting that goods or services are of a particular standard, quality, grade, style, or model;

261 7. Advertising or offering for sale goods that are used, secondhand, repossessed, defective, blemished,  
262 deteriorated, or reconditioned, or that are "seconds," irregulars, imperfections, or "not first class," without clearly

263 and unequivocally indicating in the advertisement or offer for sale that the goods are used, secondhand,  
264 repossessed, defective, blemished, deteriorated, reconditioned, or are "seconds," irregulars, imperfects, or  
265 "not first class";

266 8. Advertising goods or services with intent not to sell them as advertised, or with intent not to sell at the  
267 price or upon the terms advertised.

268 In any action brought under this subdivision, the refusal by any person, or any employee, agent, or servant  
269 thereof, to sell any goods or services advertised or offered for sale at the price or upon the terms advertised or  
270 offered, shall be prima facie evidence of a violation of this subdivision. This paragraph shall not apply when  
271 it is clearly and conspicuously stated in the advertisement or offer by which such goods or services are  
272 advertised or offered for sale, that the supplier or offeror has a limited quantity or amount of such goods or  
273 services for sale, and the supplier or offeror at the time of such advertisement or offer did in fact have or  
274 reasonably expected to have at least such quantity or amount for sale;

275 9. Making false or misleading statements of fact concerning the reasons for, existence of, or amounts of  
276 price reductions;

277 10. Misrepresenting that repairs, alterations, modifications, or services have been performed or parts  
278 installed;

279 11. Misrepresenting by the use of any written or documentary material that appears to be an invoice or bill  
280 for merchandise or services previously ordered;

281 12. Notwithstanding any other provision of law, using in any manner the words "wholesale,"  
282 "wholesaler," "factory," or "manufacturer" in the supplier's name, or to describe the nature of the supplier's  
283 business, unless the supplier is actually engaged primarily in selling at wholesale or in manufacturing the  
284 goods or services advertised or offered for sale;

285 13. Using in any contract or lease any liquidated damage clause, penalty clause, or waiver of defense, or  
286 attempting to collect any liquidated damages or penalties under any clause, waiver, damages, or penalties that  
287 are void or unenforceable under any otherwise applicable laws of the Commonwealth, or under federal  
288 statutes or regulations;

289 13a. Failing to provide to a consumer, or failing to use or include in any written document or material  
290 provided to or executed by a consumer, in connection with a consumer transaction any statement, disclosure,  
291 notice, or other information however characterized when the supplier is required by 16 C.F.R. Part 433 to so

292 provide, use, or include the statement, disclosure, notice, or other information in connection with the  
293 consumer transaction;

294 14. Using any other deception, fraud, false pretense, false promise, or misrepresentation in connection  
295 with a consumer transaction;

296 15. Violating any provision of § 3.2-6509, 3.2-6512, 3.2-6513, 3.2-6513.1, 3.2-6514, 3.2-6515, 3.2-6516,  
297 or 3.2-6519 is a violation of this chapter;

298 16. Failing to disclose all conditions, charges, or fees relating to:

299 a. The return of goods for refund, exchange, or credit. Such disclosure shall be by means of a sign  
300 attached to the goods, or placed in a conspicuous public area of the premises of the supplier, so as to be  
301 readily noticeable and readable by the person obtaining the goods from the supplier. If the supplier does not  
302 permit a refund, exchange, or credit for return, he shall so state on a similar sign. The provisions of this  
303 subdivision shall not apply to any retail merchant who has a policy of providing, for a period of not less than  
304 20 days after date of purchase, a cash refund or credit to the purchaser's credit card account for the return of  
305 defective, unused, or undamaged merchandise upon presentation of proof of purchase. In the case of  
306 merchandise paid for by check, the purchase shall be treated as a cash purchase and any refund may be  
307 delayed for a period of 10 banking days to allow for the check to clear. This subdivision does not apply to  
308 sale merchandise that is obviously distressed, out of date, post season, or otherwise reduced for clearance; nor  
309 does this subdivision apply to special order purchases where the purchaser has requested the supplier to order  
310 merchandise of a specific or unusual size, color, or brand not ordinarily carried in the store or the store's  
311 catalog; nor shall this subdivision apply in connection with a transaction for the sale or lease of motor  
312 vehicles, farm tractors, or motorcycles as defined in § 46.2-100;

313 b. A layaway agreement. Such disclosure shall be furnished to the consumer (i) in writing at the time of  
314 the layaway agreement, or (ii) by means of a sign placed in a conspicuous public area of the premises of the  
315 supplier, so as to be readily noticeable and readable by the consumer, or (iii) on the bill of sale. Disclosure  
316 shall include the conditions, charges, or fees in the event that a consumer breaches the agreement;

317 16a. Failing to provide written notice to a consumer of an existing open-end credit balance in excess of \$5  
318 (i) on an account maintained by the supplier and (ii) resulting from such consumer's overpayment on such  
319 account. Suppliers shall give consumers written notice of such credit balances within 60 days of receiving  
320 overpayments. If the credit balance information is incorporated into statements of account furnished

- 321 consumers by suppliers within such 60-day period, no separate or additional notice is required;
- 322 17. If a supplier enters into a written agreement with a consumer to resolve a dispute that arises in
- 323 connection with a consumer transaction, failing to adhere to the terms and conditions of such an agreement;
- 324 18. Violating any provision of the Virginia Health Club Act, Chapter 24 (§ 59.1-294 et seq.);
- 325 19. Violating any provision of the Virginia Home Solicitation Sales Act, Chapter 2.1 (§ 59.1-21.1 et seq.);
- 326 20. Violating any provision of the Automobile Repair Facilities Act, Chapter 17.1 (§ 59.1-207.1 et seq.);
- 327 21. Violating any provision of the Virginia Lease-Purchase Agreement Act, Chapter 17.4 (§ 59.1-207.17
- 328 et seq.);
- 329 22. Violating any provision of the Prizes and Gifts Act, Chapter 31 (§ 59.1-415 et seq.);
- 330 23. Violating any provision of the Virginia Public Telephone Information Act, Chapter 32 (§ 59.1-424 et
- 331 seq.);
- 332 24. Violating any provision of § 54.1-1505;
- 333 25. Violating any provision of the Motor Vehicle Manufacturers' Warranty Adjustment Act, Chapter 17.6
- 334 (§ 59.1-207.34 et seq.);
- 335 26. Violating any provision of § 3.2-5627, relating to the pricing of merchandise;
- 336 27. Violating any provision of the Pay-Per-Call Services Act, Chapter 33 (§ 59.1-429 et seq.);
- 337 28. Violating any provision of the Extended Service Contract Act, Chapter 34 (§ 59.1-435 et seq.);
- 338 29. Violating any provision of the Virginia Membership Camping Act, Chapter 25 (§ 59.1-311 et seq.);
- 339 30. Violating any provision of the Comparison Price Advertising Act, Chapter 17.7 (§ 59.1-207.40 et
- 340 seq.);
- 341 31. Violating any provision of the Virginia Travel Club Act, Chapter 36 (§ 59.1-445 et seq.);
- 342 32. Violating any provision of §§ 46.2-1231 and 46.2-1233.1;
- 343 33. Violating any provision of Chapter 40 (§ 54.1-4000 et seq.) of Title 54.1;
- 344 34. Violating any provision of Chapter 10.1 (§ 58.1-1031 et seq.) of Title 58.1;
- 345 35. Using the consumer's social security number as the consumer's account number with the supplier, if
- 346 the consumer has requested in writing that the supplier use an alternate number not associated with the
- 347 consumer's social security number;
- 348 36. Violating any provision of Chapter 18 (§ 6.2-1800 et seq.) of Title 6.2;
- 349 37. Violating any provision of § 8.01-40.2;

- 350 38. Violating any provision of Article 7 (§ 32.1-212 et seq.) of Chapter 6 of Title 32.1;
- 351 39. Violating any provision of Chapter 34.1 (§ 59.1-441.1 et seq.);
- 352 40. Violating any provision of Chapter 20 (§ 6.2-2000 et seq.) of Title 6.2;
- 353 41. Violating any provision of the Virginia Post-Disaster Anti-Price Gouging Act, Chapter 46 (§ 59.1-525
- 354 et seq.). For the purposes of this subdivision, "consumer transaction" has the same meaning as provided in §
- 355 59.1-526;
- 356 42. Violating any provision of Chapter 47 (§ 59.1-530 et seq.);
- 357 43. Violating any provision of § 59.1-443.2;
- 358 44. Violating any provision of Chapter 48 (§ 59.1-533 et seq.);
- 359 45. Violating any provision of Chapter 25 (§ 6.2-2500 et seq.) of Title 6.2;
- 360 46. Violating the provisions of clause (i) of subsection B of § 54.1-1115;
- 361 47. Violating any provision of § 18.2-239;
- 362 48. Violating any provision of Chapter 26 (§ 59.1-336 et seq.);
- 363 49. Selling, offering for sale, or manufacturing for sale a children's product the supplier knows or has
- 364 reason to know was recalled by the U.S. Consumer Product Safety Commission. There is a rebuttable
- 365 presumption that a supplier has reason to know a children's product was recalled if notice of the recall has
- 366 been posted continuously at least 30 days before the sale, offer for sale, or manufacturing for sale on the
- 367 website of the U.S. Consumer Product Safety Commission. This prohibition does not apply to children's
- 368 products that are used, secondhand or "seconds";
- 369 50. Violating any provision of Chapter 44.1 (§ 59.1-518.1 et seq.);
- 370 51. Violating any provision of Chapter 22 (§ 6.2-2200 et seq.) of Title 6.2;
- 371 52. Violating any provision of § 8.2-317.1;
- 372 53. Violating subsection A of § 9.1-149.1;
- 373 54. Selling, offering for sale, or using in the construction, remodeling, or repair of any residential dwelling
- 374 in the Commonwealth, any drywall that the supplier knows or has reason to know is defective drywall. This
- 375 subdivision shall not apply to the sale or offering for sale of any building or structure in which defective
- 376 drywall has been permanently installed or affixed;
- 377 55. Engaging in fraudulent or improper or dishonest conduct as defined in § 54.1-1118 while engaged in a
- 378 transaction that was initiated (i) during a declared state of emergency as defined in § 44-146.16 or (ii) to

379 repair damage resulting from the event that prompted the declaration of a state of emergency, regardless of  
380 whether the supplier is licensed as a contractor in the Commonwealth pursuant to Chapter 11 (§ 54.1-1100 et  
381 seq.) of Title 54.1;

382 56. Violating any provision of Chapter 33.1 (§ 59.1-434.1 et seq.);

383 57. Violating any provision of § 18.2-178, 18.2-178.1, or 18.2-200.1;

384 58. Violating any provision of Chapter 17.8 (§ 59.1-207.45 et seq.). For the purposes of this subdivision,  
385 "consumer transaction" also includes transactions involving an automatic renewal or continuous service offer  
386 by a supplier to a small business, as those terms are defined in § 59.1-207.45;

387 59. Violating any provision of subsection E of § 32.1-126;

388 60. Violating any provision of § 54.1-111 relating to the unlicensed practice of a profession licensed under  
389 Chapter 11 (§ 54.1-1100 et seq.) or Chapter 21 (§ 54.1-2100 et seq.) of Title 54.1;

390 61. Violating any provision of § 2.2-2001.5;

391 62. Violating any provision of Chapter 5.2 (§ 54.1-526 et seq.) of Title 54.1;

392 63. Violating any provision of § 6.2-312;

393 64. Violating any provision of Chapter 20.1 (§ 6.2-2026 et seq.) of Title 6.2;

394 65. Violating any provision of Chapter 26 (§ 6.2-2600 et seq.) of Title 6.2;

395 66. Violating any provision of Chapter 54 (§ 59.1-586 et seq.);

396 67. Knowingly violating any provision of § 8.01-27.5;

397 68. Failing to, in accordance with § 59.1-207.46, (i) make available a conspicuous online option to cancel  
398 a recurring purchase of a good or service or (ii) with respect to a free trial lasting more than 30 days, notify a  
399 consumer of his option to cancel such free trial within 30 days of the end of the trial period to avoid an  
400 obligation to pay for the goods or services;

401 69. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,  
402 that contains a synthetic derivative of tetrahydrocannabinol. As used in this subdivision, "synthetic  
403 derivative" means a chemical compound produced by man through a chemical transformation to turn a  
404 compound into a different compound by adding or subtracting molecules to or from the original compound.  
405 This subdivision shall not (i) apply to products that are approved for marketing by the U.S. Food and Drug  
406 Administration and scheduled in the Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit  
407 any conduct permitted under Chapter 16 (§ 4.1-1600 et seq.) of Title 4.1;

408 70. Selling or offering for sale to a person younger than 21 years of age any substance intended for human  
409 consumption, orally or by inhalation, that contains tetrahydrocannabinol. This subdivision shall not (i) apply  
410 to products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the  
411 Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit any conduct permitted under Chapter  
412 16 (§ 4.1-1600 et seq.) of Title 4.1;

413 71. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,  
414 that contains tetrahydrocannabinol, unless such substance is (i) contained in child-resistant packaging, as  
415 defined in § 4.1-600; (ii) equipped with a label that states, in English and in a font no less than 1/16 of an  
416 inch, (a) that the substance contains tetrahydrocannabinol and may not be sold to persons younger than 21  
417 years of age, (b) all ingredients contained in the substance, (c) the amount of such substance that constitutes a  
418 single serving, and (d) the total percentage and milligrams of tetrahydrocannabinol included in the substance  
419 and the number of milligrams of tetrahydrocannabinol that are contained in each serving; and (iii)  
420 accompanied by a certificate of analysis, produced by an independent laboratory that is accredited pursuant to  
421 standard ISO/IEC 17025 of the International Organization of Standardization by a third-party accrediting  
422 body, that states the tetrahydrocannabinol concentration of the substance or the tetrahydrocannabinol  
423 concentration of the batch from which the substance originates. This subdivision shall not (i) apply to  
424 products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the  
425 Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit any conduct permitted under Chapter  
426 16 (§ 4.1-1600 et seq.) of Title 4.1;

427 72. Manufacturing, offering for sale at retail, or selling at retail an industrial hemp extract, as defined in §  
428 3.2-5145.1, a food containing an industrial hemp extract, or a substance containing tetrahydrocannabinol that  
429 depicts or is in the shape of a human, animal, vehicle, or fruit;

430 73. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,  
431 that contains tetrahydrocannabinol and, without authorization, bears, is packaged in a container or wrapper  
432 that bears, or is otherwise labeled to bear the trademark, trade name, famous mark as defined in 15 U.S.C. §  
433 1125, or other identifying mark, imprint, or device, or any likeness thereof, of a manufacturer, processor,  
434 packer, or distributor of a product intended for human consumption other than the manufacturer, processor,  
435 packer, or distributor that did in fact so manufacture, process, pack, or distribute such substance;

436 74. Selling or offering for sale a topical hemp product, as defined in § 3.2-4112, that does not include a

437 label stating that the product is not intended for human consumption. This subdivision shall not (i) apply to  
438 products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the  
439 Drug Control Act (§ 54.1-3400 et seq.), (ii) be construed to prohibit any conduct permitted under Chapter 16  
440 (§ 4.1-1600 et seq.) of Title 4.1, or (iii) apply to topical hemp products that were manufactured prior to July  
441 1, 2023, provided that the person provides documentation of the date of manufacture if requested;

442 75. Violating any provision of § 59.1-466.8;

443 76. Violating subsection F of § 36-96.3:1;

444 77. Selling or offering for sale (i) any kratom product to a person younger than 21 years of age or (ii) any  
445 kratom product that does not include a label listing all ingredients and with the following guidance: "This  
446 product may be harmful to your health, has not been evaluated by the FDA, and is not intended to diagnose,  
447 treat, cure, or prevent any disease." As used in this subdivision, "kratom" means any part of the leaf of the  
448 plant *Mitragyna speciosa* or any extract thereof;

449 78. Advertising of any ignition interlock system in Virginia by an ignition interlock vendor not approved  
450 by the Commission on the Virginia Alcohol Safety Action Program to operate in Virginia; targeted  
451 advertising of any ignition interlock system to a person before determination of guilt; and any advertising,  
452 whether before or after determination of guilt, without a conspicuous statement that such advertisement is not  
453 affiliated with any government agency. For purposes of this subdivision, "ignition interlock system" has the  
454 same meaning as ascribed to that term in § 18.2-270.1 and "targeted advertising" has the same meaning  
455 ascribed to that term in § 59.1-575 and includes direct mailings to an individual. This provision shall not  
456 apply to ignition interlock service vendor ads, pamphlets, or kiosk advertisements approved by the  
457 Commission on the Virginia Alcohol Safety Action Program and provided at a Commission-approved  
458 location;

459 79. Failing to disclose the total cost of a good or continuous service, as defined in § 59.1-207.45, to a  
460 consumer, including any mandatory fees or charges, prior to entering into an agreement for the sale of any  
461 such good or provision of any such continuous service;

462 80. Violating any provision of the Unfair Real Estate Service Agreement Act (§ 55.1-3200 et seq.);

463 81. Selling or offering for sale services as a professional mold remediator to be performed upon any  
464 residential dwelling without holding a mold remediation certification from the Institute of Inspection,  
465 Cleaning and Restoration Certification (IICRC); and



466 82. Willfully violating any provision of § 59.1-444.4; *and*

467 83. *Performing for compensation without an insurance policy valued at no less than \$100,000 or in a*  
468 *manner otherwise inconsistent with certifications recognized by the U.S. Department of Energy for*  
469 *residential building energy analysis. For the purpose of this subdivision, "residential building energy*  
470 *analysis" means (i) an inspection or evaluation of a residential building and its components, including*  
471 *lighting, appliances, water heaters, insulation materials, HVAC units, or electrical components, to evaluate,*  
472 *measure, or quantify such building's energy consumption and efficiency or (ii) recommendations to reduce*  
473 *the energy consumption or improve the efficiency of such residential building or its components.*

474 B. Nothing in this section shall be construed to invalidate or make unenforceable any contract or lease  
475 solely by reason of the failure of such contract or lease to comply with any other law of the Commonwealth  
476 or any federal statute or regulation, to the extent such other law, statute, or regulation provides that a violation  
477 of such law, statute, or regulation shall not invalidate or make unenforceable such contract or lease.

478 **§ 59.1-200. (Effective July 1, 2025) Prohibited practices.**

479 A. The following fraudulent acts or practices committed by a supplier in connection with a consumer  
480 transaction are hereby declared unlawful:

481 1. Misrepresenting goods or services as those of another;

482 2. Misrepresenting the source, sponsorship, approval, or certification of goods or services;

483 3. Misrepresenting the affiliation, connection, or association of the supplier, or of the goods or services,  
484 with another;

485 4. Misrepresenting geographic origin in connection with goods or services;

486 5. Misrepresenting that goods or services have certain quantities, characteristics, ingredients, uses, or  
487 benefits;

488 6. Misrepresenting that goods or services are of a particular standard, quality, grade, style, or model;

489 7. Advertising or offering for sale goods that are used, secondhand, repossessed, defective, blemished,  
490 deteriorated, or reconditioned, or that are "seconds," irregulars, imperfects, or "not first class," without clearly  
491 and unequivocally indicating in the advertisement or offer for sale that the goods are used, secondhand,  
492 repossessed, defective, blemished, deteriorated, reconditioned, or are "seconds," irregulars, imperfects, or  
493 "not first class";

494 8. Advertising goods or services with intent not to sell them as advertised, or with intent not to sell at the

495 price or upon the terms advertised.

496 In any action brought under this subdivision, the refusal by any person, or any employee, agent, or servant  
497 thereof, to sell any goods or services advertised or offered for sale at the price or upon the terms advertised or  
498 offered, shall be prima facie evidence of a violation of this subdivision. This paragraph shall not apply when  
499 it is clearly and conspicuously stated in the advertisement or offer by which such goods or services are  
500 advertised or offered for sale, that the supplier or offeror has a limited quantity or amount of such goods or  
501 services for sale, and the supplier or offeror at the time of such advertisement or offer did in fact have or  
502 reasonably expected to have at least such quantity or amount for sale;

503 9. Making false or misleading statements of fact concerning the reasons for, existence of, or amounts of  
504 price reductions;

505 10. Misrepresenting that repairs, alterations, modifications, or services have been performed or parts  
506 installed;

507 11. Misrepresenting by the use of any written or documentary material that appears to be an invoice or bill  
508 for merchandise or services previously ordered;

509 12. Notwithstanding any other provision of law, using in any manner the words "wholesale,"  
510 "wholesaler," "factory," or "manufacturer" in the supplier's name, or to describe the nature of the supplier's  
511 business, unless the supplier is actually engaged primarily in selling at wholesale or in manufacturing the  
512 goods or services advertised or offered for sale;

513 13. Using in any contract or lease any liquidated damage clause, penalty clause, or waiver of defense, or  
514 attempting to collect any liquidated damages or penalties under any clause, waiver, damages, or penalties that  
515 are void or unenforceable under any otherwise applicable laws of the Commonwealth, or under federal  
516 statutes or regulations;

517 13a. Failing to provide to a consumer, or failing to use or include in any written document or material  
518 provided to or executed by a consumer, in connection with a consumer transaction any statement, disclosure,  
519 notice, or other information however characterized when the supplier is required by 16 C.F.R. Part 433 to so  
520 provide, use, or include the statement, disclosure, notice, or other information in connection with the  
521 consumer transaction;

522 14. Using any other deception, fraud, false pretense, false promise, or misrepresentation in connection  
523 with a consumer transaction;

524 15. Violating any provision of § 3.2-6509, 3.2-6512, 3.2-6513, 3.2-6513.1, 3.2-6514, 3.2-6515, 3.2-6516,  
525 or 3.2-6519 is a violation of this chapter;

526 16. Failing to disclose all conditions, charges, or fees relating to:

527 a. The return of goods for refund, exchange, or credit. Such disclosure shall be by means of a sign  
528 attached to the goods, or placed in a conspicuous public area of the premises of the supplier, so as to be  
529 readily noticeable and readable by the person obtaining the goods from the supplier. If the supplier does not  
530 permit a refund, exchange, or credit for return, he shall so state on a similar sign. The provisions of this  
531 subdivision shall not apply to any retail merchant who has a policy of providing, for a period of not less than  
532 20 days after date of purchase, a cash refund or credit to the purchaser's credit card account for the return of  
533 defective, unused, or undamaged merchandise upon presentation of proof of purchase. In the case of  
534 merchandise paid for by check, the purchase shall be treated as a cash purchase and any refund may be  
535 delayed for a period of 10 banking days to allow for the check to clear. This subdivision does not apply to  
536 sale merchandise that is obviously distressed, out of date, post season, or otherwise reduced for clearance; nor  
537 does this subdivision apply to special order purchases where the purchaser has requested the supplier to order  
538 merchandise of a specific or unusual size, color, or brand not ordinarily carried in the store or the store's  
539 catalog; nor shall this subdivision apply in connection with a transaction for the sale or lease of motor  
540 vehicles, farm tractors, or motorcycles as defined in § 46.2-100;

541 b. A layaway agreement. Such disclosure shall be furnished to the consumer (i) in writing at the time of  
542 the layaway agreement, or (ii) by means of a sign placed in a conspicuous public area of the premises of the  
543 supplier, so as to be readily noticeable and readable by the consumer, or (iii) on the bill of sale. Disclosure  
544 shall include the conditions, charges, or fees in the event that a consumer breaches the agreement;

545 16a. Failing to provide written notice to a consumer of an existing open-end credit balance in excess of \$5  
546 (i) on an account maintained by the supplier and (ii) resulting from such consumer's overpayment on such  
547 account. Suppliers shall give consumers written notice of such credit balances within 60 days of receiving  
548 overpayments. If the credit balance information is incorporated into statements of account furnished  
549 consumers by suppliers within such 60-day period, no separate or additional notice is required;

550 17. If a supplier enters into a written agreement with a consumer to resolve a dispute that arises in  
551 connection with a consumer transaction, failing to adhere to the terms and conditions of such an agreement;

552 18. Violating any provision of the Virginia Health Club Act, Chapter 24 (§ 59.1-294 et seq.);

- 553 19. Violating any provision of the Virginia Home Solicitation Sales Act, Chapter 2.1 (§ 59.1-21.1 et seq.);
- 554 20. Violating any provision of the Automobile Repair Facilities Act, Chapter 17.1 (§ 59.1-207.1 et seq.);
- 555 21. Violating any provision of the Virginia Lease-Purchase Agreement Act, Chapter 17.4 (§ 59.1-207.17
- 556 et seq.);
- 557 22. Violating any provision of the Prizes and Gifts Act, Chapter 31 (§ 59.1-415 et seq.);
- 558 23. Violating any provision of the Virginia Public Telephone Information Act, Chapter 32 (§ 59.1-424 et
- 559 seq.);
- 560 24. Violating any provision of § 54.1-1505;
- 561 25. Violating any provision of the Motor Vehicle Manufacturers' Warranty Adjustment Act, Chapter 17.6
- 562 (§ 59.1-207.34 et seq.);
- 563 26. Violating any provision of § 3.2-5627, relating to the pricing of merchandise;
- 564 27. Violating any provision of the Pay-Per-Call Services Act, Chapter 33 (§ 59.1-429 et seq.);
- 565 28. Violating any provision of the Extended Service Contract Act, Chapter 34 (§ 59.1-435 et seq.);
- 566 29. Violating any provision of the Virginia Membership Camping Act, Chapter 25 (§ 59.1-311 et seq.);
- 567 30. Violating any provision of the Comparison Price Advertising Act, Chapter 17.7 (§ 59.1-207.40 et
- 568 seq.);
- 569 31. Violating any provision of the Virginia Travel Club Act, Chapter 36 (§ 59.1-445 et seq.);
- 570 32. Violating any provision of §§ 46.2-1231 and 46.2-1233.1;
- 571 33. Violating any provision of Chapter 40 (§ 54.1-4000 et seq.) of Title 54.1;
- 572 34. Violating any provision of Chapter 10.1 (§ 58.1-1031 et seq.) of Title 58.1;
- 573 35. Using the consumer's social security number as the consumer's account number with the supplier, if
- 574 the consumer has requested in writing that the supplier use an alternate number not associated with the
- 575 consumer's social security number;
- 576 36. Violating any provision of Chapter 18 (§ 6.2-1800 et seq.) of Title 6.2;
- 577 37. Violating any provision of § 8.01-40.2;
- 578 38. Violating any provision of Article 7 (§ 32.1-212 et seq.) of Chapter 6 of Title 32.1;
- 579 39. Violating any provision of Chapter 34.1 (§ 59.1-441.1 et seq.);
- 580 40. Violating any provision of Chapter 20 (§ 6.2-2000 et seq.) of Title 6.2;
- 581 41. Violating any provision of the Virginia Post-Disaster Anti-Price Gouging Act, Chapter 46 (§ 59.1-525

582 et seq.). For the purposes of this subdivision, "consumer transaction" has the same meaning as provided in §  
583 59.1-526;

584 42. Violating any provision of Chapter 47 (§ 59.1-530 et seq.);

585 43. Violating any provision of § 59.1-443.2;

586 44. Violating any provision of Chapter 48 (§ 59.1-533 et seq.);

587 45. Violating any provision of Chapter 25 (§ 6.2-2500 et seq.) of Title 6.2;

588 46. Violating the provisions of clause (i) of subsection B of § 54.1-1115;

589 47. Violating any provision of § 18.2-239;

590 48. Violating any provision of Chapter 26 (§ 59.1-336 et seq.);

591 49. Selling, offering for sale, or manufacturing for sale a children's product the supplier knows or has  
592 reason to know was recalled by the U.S. Consumer Product Safety Commission. There is a rebuttable  
593 presumption that a supplier has reason to know a children's product was recalled if notice of the recall has  
594 been posted continuously at least 30 days before the sale, offer for sale, or manufacturing for sale on the  
595 website of the U.S. Consumer Product Safety Commission. This prohibition does not apply to children's  
596 products that are used, secondhand or "seconds";

597 50. Violating any provision of Chapter 44.1 (§ 59.1-518.1 et seq.);

598 51. Violating any provision of Chapter 22 (§ 6.2-2200 et seq.) of Title 6.2;

599 52. Violating any provision of § 8.2-317.1;

600 53. Violating subsection A of § 9.1-149.1;

601 54. Selling, offering for sale, or using in the construction, remodeling, or repair of any residential dwelling  
602 in the Commonwealth, any drywall that the supplier knows or has reason to know is defective drywall. This  
603 subdivision shall not apply to the sale or offering for sale of any building or structure in which defective  
604 drywall has been permanently installed or affixed;

605 55. Engaging in fraudulent or improper or dishonest conduct as defined in § 54.1-1118 while engaged in a  
606 transaction that was initiated (i) during a declared state of emergency as defined in § 44-146.16 or (ii) to  
607 repair damage resulting from the event that prompted the declaration of a state of emergency, regardless of  
608 whether the supplier is licensed as a contractor in the Commonwealth pursuant to Chapter 11 (§ 54.1-1100 et  
609 seq.) of Title 54.1;

610 56. Violating any provision of Chapter 33.1 (§ 59.1-434.1 et seq.);

- 611 57. Violating any provision of § 18.2-178, 18.2-178.1, or 18.2-200.1;
- 612 58. Violating any provision of Chapter 17.8 (§ 59.1-207.45 et seq.). For the purposes of this subdivision,  
613 "consumer transaction" also includes transactions involving an automatic renewal or continuous service offer  
614 by a supplier to a small business, as those terms are defined in § 59.1-207.45;
- 615 59. Violating any provision of subsection E of § 32.1-126;
- 616 60. Violating any provision of § 54.1-111 relating to the unlicensed practice of a profession licensed under  
617 Chapter 11 (§ 54.1-1100 et seq.) or Chapter 21 (§ 54.1-2100 et seq.) of Title 54.1;
- 618 61. Violating any provision of § 2.2-2001.5;
- 619 62. Violating any provision of Chapter 5.2 (§ 54.1-526 et seq.) of Title 54.1;
- 620 63. Violating any provision of § 6.2-312;
- 621 64. Violating any provision of Chapter 20.1 (§ 6.2-2026 et seq.) of Title 6.2;
- 622 65. Violating any provision of Chapter 26 (§ 6.2-2600 et seq.) of Title 6.2;
- 623 66. Violating any provision of Chapter 54 (§ 59.1-586 et seq.);
- 624 67. Knowingly violating any provision of § 8.01-27.5;
- 625 68. Failing to, in accordance with § 59.1-207.46, (i) make available a conspicuous online option to cancel  
626 a recurring purchase of a good or service or (ii) with respect to a free trial lasting more than 30 days, notify a  
627 consumer of his option to cancel such free trial within 30 days of the end of the trial period to avoid an  
628 obligation to pay for the goods or services;
- 629 69. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,  
630 that contains a synthetic derivative of tetrahydrocannabinol. As used in this subdivision, "synthetic  
631 derivative" means a chemical compound produced by man through a chemical transformation to turn a  
632 compound into a different compound by adding or subtracting molecules to or from the original compound.  
633 This subdivision shall not (i) apply to products that are approved for marketing by the U.S. Food and Drug  
634 Administration and scheduled in the Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit  
635 any conduct permitted under Chapter 16 (§ 4.1-1600 et seq.) of Title 4.1;
- 636 70. Selling or offering for sale to a person younger than 21 years of age any substance intended for human  
637 consumption, orally or by inhalation, that contains tetrahydrocannabinol. This subdivision shall not (i) apply  
638 to products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the  
639 Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit any conduct permitted under Chapter

640 16 (§ 4.1-1600 et seq.) of Title 4.1;

641 71. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,  
642 that contains tetrahydrocannabinol, unless such substance is (i) contained in child-resistant packaging, as  
643 defined in § 4.1-600; (ii) equipped with a label that states, in English and in a font no less than 1/16 of an  
644 inch, (a) that the substance contains tetrahydrocannabinol and may not be sold to persons younger than 21  
645 years of age, (b) all ingredients contained in the substance, (c) the amount of such substance that constitutes a  
646 single serving, and (d) the total percentage and milligrams of tetrahydrocannabinol included in the substance  
647 and the number of milligrams of tetrahydrocannabinol that are contained in each serving; and (iii)  
648 accompanied by a certificate of analysis, produced by an independent laboratory that is accredited pursuant to  
649 standard ISO/IEC 17025 of the International Organization of Standardization by a third-party accrediting  
650 body, that states the tetrahydrocannabinol concentration of the substance or the tetrahydrocannabinol  
651 concentration of the batch from which the substance originates. This subdivision shall not (i) apply to  
652 products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the  
653 Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit any conduct permitted under Chapter  
654 16 (§ 4.1-1600 et seq.) of Title 4.1;

655 72. Manufacturing, offering for sale at retail, or selling at retail an industrial hemp extract, as defined in §  
656 3.2-5145.1, a food containing an industrial hemp extract, or a substance containing tetrahydrocannabinol that  
657 depicts or is in the shape of a human, animal, vehicle, or fruit;

658 73. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,  
659 that contains tetrahydrocannabinol and, without authorization, bears, is packaged in a container or wrapper  
660 that bears, or is otherwise labeled to bear the trademark, trade name, famous mark as defined in 15 U.S.C. §  
661 1125, or other identifying mark, imprint, or device, or any likeness thereof, of a manufacturer, processor,  
662 packer, or distributor of a product intended for human consumption other than the manufacturer, processor,  
663 packer, or distributor that did in fact so manufacture, process, pack, or distribute such substance;

664 74. Selling or offering for sale a topical hemp product, as defined in § 3.2-4112, that does not include a  
665 label stating that the product is not intended for human consumption. This subdivision shall not (i) apply to  
666 products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the  
667 Drug Control Act (§ 54.1-3400 et seq.), (ii) be construed to prohibit any conduct permitted under Chapter 16  
668 (§ 4.1-1600 et seq.) of Title 4.1, or (iii) apply to topical hemp products that were manufactured prior to July

- 669 1, 2023, provided that the person provides documentation of the date of manufacture if requested;
- 670 75. Violating any provision of § 59.1-466.8;
- 671 76. Violating subsection F of § 36-96.3:1;
- 672 77. Selling or offering for sale (i) any kratom product to a person younger than 21 years of age or (ii) any  
673 kratom product that does not include a label listing all ingredients and with the following guidance: "This  
674 product may be harmful to your health, has not been evaluated by the FDA, and is not intended to diagnose,  
675 treat, cure, or prevent any disease." As used in this subdivision, "kratom" means any part of the leaf of the  
676 plant *Mitragyna speciosa* or any extract thereof;
- 677 78. Advertising of any ignition interlock system in Virginia by an ignition interlock vendor not approved  
678 by the Commission on the Virginia Alcohol Safety Action Program to operate in Virginia; targeted  
679 advertising of any ignition interlock system to a person before determination of guilt; and any advertising,  
680 whether before or after determination of guilt, without a conspicuous statement that such advertisement is not  
681 affiliated with any government agency. For purposes of this subdivision, "ignition interlock system" has the  
682 same meaning as ascribed to that term in § 18.2-270.1 and "targeted advertising" has the same meaning  
683 ascribed to that term in § 59.1-575 and includes direct mailings to an individual. This provision shall not  
684 apply to ignition interlock service vendor ads, pamphlets, or kiosk advertisements approved by the  
685 Commission on the Virginia Alcohol Safety Action Program and provided at a Commission-approved  
686 location;
- 687 79. Failing to disclose the total cost of a good or continuous service, as defined in § 59.1-207.45, to a  
688 consumer, including any mandatory fees or charges, prior to entering into an agreement for the sale of any  
689 such good or provision of any such continuous service;
- 690 80. Violating any provision of the Unfair Real Estate Service Agreement Act (§ 55.1-3200 et seq.);
- 691 81. Selling or offering for sale services as a professional mold remediator to be performed upon any  
692 residential dwelling without holding a mold remediation certification from the Institute of Inspection,  
693 Cleaning and Restoration Certification (IICRC);
- 694 82. Willfully violating any provision of § 59.1-444.4; ~~and~~
- 695 83. Violating any provision of Chapter 23.2 (§ 59.1-293.10 et seq.); *and*
- 696 84. *Performing for compensation without an insurance policy valued at no less than \$100,000 or in a*  
697 *manner otherwise inconsistent with certifications recognized by the U.S. Department of Energy for*



698 *residential building energy analysis. For the purpose of this subdivision, "residential building energy*  
699 *analysis" means (i) an inspection or evaluation of a residential building and its components, including*  
700 *lighting, appliances, water heaters, insulation materials, HVAC units, or electrical components, to evaluate,*  
701 *measure, or quantify such building's energy consumption and efficiency or (ii) recommendations to reduce*  
702 *the energy consumption or improve the efficiency of such residential building or its components.*

703 B. Nothing in this section shall be construed to invalidate or make unenforceable any contract or lease  
704 solely by reason of the failure of such contract or lease to comply with any other law of the Commonwealth  
705 or any federal statute or regulation, to the extent such other law, statute, or regulation provides that a violation  
706 of such law, statute, or regulation shall not invalidate or make unenforceable such contract or lease.

707 **2. That Article 5 (§§ 54.1-1144, 54.1-1145, and 54.1-1146) of Chapter 11 of Title 54.1 of the Code of**  
708 **Virginia is repealed.**