

HOUSE BILL NO. 1709
AMENDMENT IN THE NATURE OF A SUBSTITUTE
(Proposed by the House Committee on General Laws
on _____)
(Patron Prior to Substitute—Delegate Gardner)

A BILL to amend and reenact §§ 55.1-1208 and 55.1-1222 of the Code of Virginia, relating to Virginia Residential Landlord and Tenant Act; landlord obligations; access of tenant to broadband services.

Be it enacted by the General Assembly of Virginia:

1. That §§ 55.1-1208 and 55.1-1222 of the Code of Virginia are amended and reenacted as follows:

§ 55.1-1208. Prohibited provisions in rental agreements.

A. A rental agreement shall not contain provisions that the tenant:

1. Agrees to waive or forgo rights or remedies under this chapter;

2. Agrees to waive or forgo rights or remedies pertaining to the 120-day conversion or rehabilitation notice required in the Virginia Condominium Act (§ 55.1-1900 et seq.) or the Virginia Real Estate Cooperative Act (§ 55.1-2100 et seq.) or under § 55.1-1410;

3. Authorizes any person to confess judgment on a claim arising out of the rental agreement;

4. Agrees to pay the landlord's attorney fees except as provided in this chapter;

5. Agrees to the exculpation or limitation of any liability of the landlord to the tenant arising under law or to indemnify the landlord for that liability or any associated costs;

6. Agrees as a condition of tenancy in public housing to a prohibition or restriction of any lawful possession of a firearm within individual dwelling units unless required by federal law or regulation;

7. Agrees to the payment of a security deposit, insurance premiums for damage insurance, and insurance premiums for renter's insurance prior to the commencement of the tenancy that exceed the amount of two months' periodic rent; ~~or~~

8. Agrees to waive remedies or rights under the Servicemembers Civil Relief Act, 50 U.S.C. § 3901 et seq., prior to the occurrence of a dispute between landlord and tenant. Execution of leases shall not be contingent upon the execution of a waiver of rights under the Servicemembers Civil Relief Act; however, upon the occurrence of any dispute, the landlord and tenant may execute a waiver of such rights and remedies as to that dispute in order to facilitate a resolution; *or*

9. Agrees as a condition of tenancy in any multifamily dwelling unit to forgo the right to select his own

31 *service provider or opt out of procuring such services from a service provider, as such term is defined in §*
32 *55.1-1222.*

33 B. Any provision prohibited by subsection A that is included in a rental agreement is unenforceable. If a
34 landlord brings an action to enforce any such provision, the tenant may recover actual damages sustained by
35 him and reasonable attorney fees.

36 **§ 55.1-1222. Access of tenant to cable, satellite, broadband, and other facilities.**

37 *A. For the purposes of this section, "service provider" means a provider of cable television service, cable*
38 *modem service, satellite master antenna television service, direct broadcast satellite television service,*
39 *subscription television service, broadband service, or any other related television or Internet service.*

40 B. No landlord of a multifamily dwelling unit shall demand or accept payment of any fee, charge, or other
41 thing of value from any *service provider of cable television service, cable modem service, satellite master*
42 *antenna television service, direct broadcast satellite television service, subscription television service, or*
43 *service of any other television programming system* in exchange for granting a ~~television~~ *any such service*
44 *provider mere access to the landlord's tenants or giving the tenants of such landlord mere access to such*
45 *service. A landlord may enter into a service agreement with a television service provider to provide*
46 *marketing and other services to the television service provider designed to facilitate the television service*
47 *provider's delivery of its services. Under such a service agreement, the television service provider may*
48 *compensate the landlord for the reasonable value of the services provided and for the reasonable value of the*
49 *landlord's property used by the television service provider.*

50 C. No landlord shall demand or accept any such payment from any tenants in exchange for such service
51 ~~unless~~ *regardless of whether the landlord is itself the service provider of the service, nor shall any landlord*
52 *discriminate in rental charges between tenants who receive any such service and those who do not.*

53 *D. In cases where the landlord is the service provider, such landlord shall conspicuously disclose in the*
54 *rental agreement a statement that the tenant is free to either select his own service provider or opt out of*
55 *procuring services from any service provider and is in no way obligated to procure such services from the*
56 *landlord as a condition of tenancy. Such conspicuous disclosure shall include any fees or charges imposed by*
57 *the landlord for the provision of services as well as the name and telephone number of at least one other*
58 *service provider with access to deliver such services to the premises for which tenancy is sought. Such fees or*
59 *charges shall be outlined separately from the amount of rent to be paid by the tenant.*

60 *E.* Nothing contained in this section shall prohibit a landlord from (i) requiring that the *service* provider of
61 ~~such service~~ and the tenant bear the entire cost of the installation, operation, or removal of the facilities
62 incident to such service or (ii) demanding or accepting reasonable indemnity or security for any damages
63 caused by such installation, operation, or removal.