

## 1 VIRGINIA ACTS OF ASSEMBLY — CHAPTER

2 *An Act to amend and reenact §§ 16.1-107, 55.1-1208, and 55.1-1245, as it is currently effective and as it*  
 3 *shall become effective, of the Code of Virginia, relating to public housing authorities; indigent parties;*  
 4 *unlawful detainer.*

5 [S 1221]

6 Approved

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

8 **1. That §§ 16.1-107, 55.1-1208, and 55.1-1245, as it is currently effective and as it shall become effective,**  
 9 **of the Code of Virginia are amended and reenacted as follows:**

10 **§ 16.1-107. Requirements for appeal.**

11 A. No appeal shall be allowed unless and until the party applying for the same or someone for him shall  
 12 give bond, in an amount and with sufficient surety approved by the judge or by his clerk if there is one, or in  
 13 an amount sufficient to satisfy the judgment of the court in which it was rendered. Either such amount shall  
 14 include the award of attorney fees, if any. Such bond shall be posted within 30 days from the date of  
 15 judgment, except for an appeal from the judgment of a general district court on an unlawful detainer pursuant  
 16 to § 8.01-129. However, no appeal bond shall be required of a plaintiff in a civil case where the defendant has  
 17 not asserted a counterclaim, the Commonwealth or when an appeal is proper to protect the estate of a  
 18 decedent, an infant, a convict, or an insane person, or the interest of a county, city, town or transportation  
 19 district created pursuant to the Transportation District Act of 1964 (§ 33.2-1900 et seq.) of Title 33.2. In a  
 20 case where a defendant with indemnity coverage through a policy of liability insurance appeals, the bond  
 21 required by this section shall not exceed the amount of the judgment that is covered by a policy of indemnity  
 22 coverage.

23 B. In all civil cases, except trespass, ejectment, unlawful detainer against a former owner based upon a  
 24 foreclosure against that owner, or any action involving the recovering of rents, no indigent person shall be  
 25 required to post an appeal bond. In cases of unlawful detainer against a former owner based upon a  
 26 foreclosure against that owner, a person who has been determined to be indigent pursuant to the guidelines  
 27 set forth in § 19.2-159 shall post an appeal bond within 30 days from the date of judgment.

28 C. *Notwithstanding the provisions of subsection B, no indigent person shall be required to post a bond to*  
 29 *appeal any unlawful detainer action brought by a public housing authority.*

30 D. In cases of unlawful detainer for a residential dwelling unit, notwithstanding the provisions of §  
 31 8.01-129, an appeal bond shall be posted by the defendant with payment into the general district court in the  
 32 amount of outstanding rent, late charges, attorney fees, and any other charges or damages due, as contracted  
 33 for in the rental agreement, and as amended on the unlawful detainer by the court. If such amount is not so  
 34 paid, any such appeal shall not be perfected as a matter of law. Upon perfection of an appeal, the defendant  
 35 shall pay the rental amount as contracted for in the rental agreement to the plaintiff on or before the fifth day  
 36 of each month. If any such rental payment is not so paid, upon written motion of the plaintiff with a copy of  
 37 such written motion mailed by regular mail to the tenant, the judge of the circuit court shall, without hearing,  
 38 enter judgment for the amount of outstanding rent, late charges, attorney fees, and any other charges or  
 39 damages due as of that date, subtracting any payments made by such tenant as reflected in the court accounts  
 40 and on a written affidavit submitted by the plaintiff, plaintiff's managing agent, or plaintiff's attorney with a  
 41 copy of such affidavit mailed by regular mail to the tenant, and an order of possession without further  
 42 hearings or proceedings in such court. Any funds held in a court account shall be released to the plaintiff  
 43 without further hearing or proceeding of the court unless the defendant has filed a motion to retain some or all  
 44 of such funds and the court, after a hearing, enters an order finding that the defendant is likely to succeed on  
 45 the merits of a counterclaim alleging money damages against the plaintiff, in which case funds shall be held  
 46 by order of such court.

47 ~~D. E.~~ E. If such bond is furnished by or on behalf of any party against whom judgment has been rendered for  
 48 money or property or both, the bond shall be conditioned for the performance and satisfaction of such  
 49 judgment or order as may be entered against such party on appeal, and for the payment of all costs and  
 50 damages which may be awarded against him in the appellate court. If the appeal is by a party against whom  
 51 there is no recovery except for costs, the bond shall be conditioned for the payment of such costs and  
 52 damages as may be awarded against him on the appeal.

53 E. F. In addition to the foregoing, any party applying for appeal shall, within 30 days from the date of the  
 54 judgment, pay to the clerk of the court from which the appeal is taken the amount of the writ tax of the court  
 55 to which the appeal is taken and costs as required by subdivision A 13 of § 17.1-275, including all fees for  
 56 service of process of the notice of appeal in the circuit court pursuant to § 16.1-112.

ENROLLED

SB1221ER

57 *G. For purposes of this section, "indigent" means that the defendant has been determined to be indigent*  
 58 *pursuant to the guidelines set forth in § 19.2-159.*

59 **§ 55.1-1208. Prohibited provisions in rental agreements.**

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

- 61 1. Agrees to waive or forgo rights or remedies under this chapter;
- 62 2. Agrees to waive or forgo rights or remedies pertaining to the 120-day conversion or rehabilitation
- 63 notice required in the Virginia Condominium Act (§ 55.1-1900 et seq.) or the Virginia Real Estate
- 64 Cooperative Act (§ 55.1-2100 et seq.) or under § 55.1-1410;
- 65 3. Authorizes any person to confess judgment on a claim arising out of the rental agreement;
- 66 4. Agrees to pay the landlord's attorney fees except as provided in this chapter;
- 67 5. Agrees to the exculpation or limitation of any liability of the landlord to the tenant arising under law or
- 68 to indemnify the landlord for that liability or any associated costs;
- 69 6. Agrees as a condition of tenancy in public housing to a prohibition or restriction of any lawful
- 70 possession of a firearm within individual dwelling units unless required by federal law or regulation;
- 71 7. Agrees to the payment of a security deposit, insurance premiums for damage insurance, and insurance
- 72 premiums for renter's insurance prior to the commencement of the tenancy that exceed the amount of two
- 73 months' periodic rent; or
- 74 8. Agrees to waive remedies or rights under the Servicemembers Civil Relief Act, 50 U.S.C. § 3901 et
- 75 seq., prior to the occurrence of a dispute between landlord and tenant. Execution of leases shall not be
- 76 contingent upon the execution of a waiver of rights under the Servicemembers Civil Relief Act; however,
- 77 upon the occurrence of any dispute, the landlord and tenant may execute a waiver of such rights and remedies
- 78 as to that dispute in order to facilitate a resolution.

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

82 *C. If the landlord is a public housing authority, the landlord shall not require a tenant to pay any fee for*  
 83 *the maintenance or repair of any dwelling unit unless the repair is necessitated by the tenant's action or*  
 84 *omission.*

85 **§ 55.1-1245. (Effective until the later of July 1, 2028, or seven years after the COVID-19 pandemic**  
 86 **state of emergency expires) Noncompliance with rental agreement; monetary penalty.**

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

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

95 C. If the tenant commits a breach that is not remediable, the landlord may serve a written notice on the  
 96 tenant specifying the acts and omissions constituting the breach and stating that the rental agreement will  
 97 terminate upon a date not less than 30 days after receipt of the notice. Notwithstanding anything to the  
 98 contrary, when a breach of the tenant's obligations under this chapter or the rental agreement involves or  
 99 constitutes a criminal or a willful act that is not remediable and that poses a threat to health or safety, the  
 100 landlord may terminate the rental agreement immediately and proceed to obtain possession of the premises.  
 101 For purposes of this subsection, any illegal drug activity involving a controlled substance, as used or defined  
 102 by the Drug Control Act (§ 54.1-3400 et seq.), or any activity that involves or constitutes a criminal or willful  
 103 act that also poses a threat to health and safety, by the tenant, an authorized occupant, or a guest or invitee of  
 104 the tenant shall constitute an immediate nonremediable violation for which the landlord may proceed to  
 105 terminate the tenancy without the necessity of waiting for a conviction of any criminal offense that may arise  
 106 out of the same actions. In order to obtain an order of possession from a court of competent jurisdiction  
 107 terminating the tenancy for illegal drug activity or for any other activity that involves or constitutes a criminal  
 108 or willful act that also poses a threat to health and safety, the landlord shall prove any such violations by a  
 109 preponderance of the evidence. However, where the illegal drug activity or any activity that involves or  
 110 constitutes a criminal or willful act that also poses a threat to health and safety is engaged in by an authorized  
 111 occupant or a guest or invitee of the tenant, the tenant shall be presumed to have knowledge of such activities  
 112 unless the presumption is rebutted by a preponderance of the evidence. The initial hearing on the landlord's  
 113 action for immediate possession of the premises shall be held within 15 calendar days from the date of  
 114 service on the tenant; however, the court shall order an earlier hearing when emergency conditions are  
 115 alleged to exist upon the premises that constitute an immediate threat to the health or safety of the other  
 116 tenants. After the initial hearing, if the matter is scheduled for a subsequent hearing or for a contested trial,  
 117 the court, to the extent practicable, shall order that the matter be given priority on the court's docket. Such  
 118 subsequent hearing or contested trial shall be heard no later than 30 calendar days from the date of service on

119 the tenant. During the interim period between the date of the initial hearing and the date of any subsequent  
120 hearing or contested trial, the court may afford any further remedy or relief as is necessary to protect the  
121 interests of parties to the proceeding or the interests of any other tenant residing on the premises. Failure by  
122 the court to hold either of the hearings within the time limits set out in this section shall not be a basis for  
123 dismissal of the case.

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

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

144 F. If rent is unpaid when due, and the tenant fails to pay rent within five days after written notice is served  
145 on him notifying the tenant of his nonpayment, and of the landlord's intention to terminate the rental  
146 agreement if the rent is not paid within the five-day period, the landlord may terminate the rental agreement  
147 and proceed to obtain possession of the premises as provided in § 55.1-1251. If a check for rent is delivered  
148 to the landlord drawn on an account with insufficient funds, or if an electronic funds transfer has been  
149 rejected because of insufficient funds or a stop-payment order has been placed in bad faith by the authorizing  
150 party, and the tenant fails to pay rent within five days after written notice is served on him notifying the  
151 tenant of his nonpayment and of the landlord's intention to terminate the rental agreement if the rent is not  
152 paid by cash, cashier's check, certified check, or a completed electronic funds transfer within the five-day  
153 period, the landlord may terminate the rental agreement and proceed to obtain possession of the premises as  
154 provided in § 55.1-1251. Nothing shall be construed to prevent a landlord from seeking an award of costs or  
155 attorney fees under § 8.01-27.1 or civil recovery under § 8.01-27.2, as a part of other damages requested on  
156 the unlawful detainer filed pursuant to § 8.01-126, provided that the landlord has given notice in accordance  
157 with § 55.1-1202, which notice may be included in the five-day termination notice provided in accordance  
158 with this section.

159 G. *If a public housing authority issues a notice of nonpayment of rent to a tenant, such public housing*  
160 *authority shall also provide to the tenant along with the notice of nonpayment written information printed on*  
161 *pink or orange paper explaining how the tenant may recertify the tenant's income, including how the tenant*  
162 *can, in accordance with federal law and policy, report changes in income, request a minimum rent hardship*  
163 *exemption, and file grievances. Such information shall be posted by the public housing authority in*  
164 *conspicuous locations in each public housing community under its authority.*

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

174 H. I. In a case where a lawsuit is pending before the court upon a breach of the rental agreement or  
175 noncompliance by the tenant and the landlord prevails, the court shall award a money judgment to the  
176 landlord and against the tenant for the relief requested, which may include the following: (i) rent due and  
177 owing as of the court date as contracted for in the rental agreement; (ii) other charges and fees as contracted  
178 for in the rental agreement; (iii) late charges contracted for in the rental agreement; (iv) reasonable attorney  
179 fees as contracted for in the rental agreement or as provided by law, unless in any such action the tenant  
180 proves by a preponderance of the evidence that the tenant's failure to pay rent or vacate was reasonable; (v)

181 costs of the proceeding as contracted for in the rental agreement or as provided by law; and (vi) damages to  
182 the dwelling unit or premises.

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

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

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

215 **§ 55.1-1245. (Effective the later of July 1, 2028, or 7 years after the COVID-19 pandemic state of**  
216 **emergency expires) Noncompliance with rental agreement; monetary penalty.**

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

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

225 C. If the tenant commits a breach that is not remediable, the landlord may serve a written notice on the  
226 tenant specifying the acts and omissions constituting the breach and stating that the rental agreement will  
227 terminate upon a date not less than 30 days after receipt of the notice. Notwithstanding anything to the  
228 contrary, when a breach of the tenant's obligations under this chapter or the rental agreement involves or  
229 constitutes a criminal or a willful act that is not remediable and that poses a threat to health or safety, the  
230 landlord may terminate the rental agreement immediately and proceed to obtain possession of the premises.  
231 For purposes of this subsection, any illegal drug activity involving a controlled substance, as used or defined  
232 by the Drug Control Act (§ 54.1-3400 et seq.), or any activity that involves or constitutes a criminal or willful  
233 act that also poses a threat to health and safety, by the tenant, an authorized occupant, or a guest or invitee of  
234 the tenant shall constitute an immediate nonremediable violation for which the landlord may proceed to  
235 terminate the tenancy without the necessity of waiting for a conviction of any criminal offense that may arise  
236 out of the same actions. In order to obtain an order of possession from a court of competent jurisdiction  
237 terminating the tenancy for illegal drug activity or for any other activity that involves or constitutes a criminal  
238 or willful act that also poses a threat to health and safety, the landlord shall prove any such violations by a  
239 preponderance of the evidence. However, where the illegal drug activity or any activity that involves or  
240 constitutes a criminal or willful act that also poses a threat to health and safety is engaged in by an authorized  
241 occupant or a guest or invitee of the tenant, the tenant shall be presumed to have knowledge of such activities  
242 unless the presumption is rebutted by a preponderance of the evidence. The initial hearing on the landlord's

243 action for immediate possession of the premises shall be held within 15 calendar days from the date of  
 244 service on the tenant; however, the court shall order an earlier hearing when emergency conditions are  
 245 alleged to exist upon the premises that constitute an immediate threat to the health or safety of the other  
 246 tenants. After the initial hearing, if the matter is scheduled for a subsequent hearing or for a contested trial,  
 247 the court, to the extent practicable, shall order that the matter be given priority on the court's docket. Such  
 248 subsequent hearing or contested trial shall be heard no later than 30 calendar days from the date of service on  
 249 the tenant. During the interim period between the date of the initial hearing and the date of any subsequent  
 250 hearing or contested trial, the court may afford any further remedy or relief as is necessary to protect the  
 251 interests of parties to the proceeding or the interests of any other tenant residing on the premises. Failure by  
 252 the court to hold either of the hearings within the time limits set out in this section shall not be a basis for  
 253 dismissal of the case.

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

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

274 F. If rent is unpaid when due, and the tenant fails to pay rent within five days after written notice is served  
 275 on him notifying the tenant of his nonpayment, and of the landlord's intention to terminate the rental  
 276 agreement if the rent is not paid within the five-day period, the landlord may terminate the rental agreement  
 277 and proceed to obtain possession of the premises as provided in § 55.1-1251. If a check for rent is delivered  
 278 to the landlord drawn on an account with insufficient funds, or if an electronic funds transfer has been  
 279 rejected because of insufficient funds or a stop-payment order has been placed in bad faith by the authorizing  
 280 party, and the tenant fails to pay rent within five days after written notice is served on him notifying the  
 281 tenant of his nonpayment and of the landlord's intention to terminate the rental agreement if the rent is not  
 282 paid by cash, cashier's check, certified check, or a completed electronic funds transfer within the five-day  
 283 period, the landlord may terminate the rental agreement and proceed to obtain possession of the premises as  
 284 provided in § 55.1-1251. Nothing shall be construed to prevent a landlord from seeking an award of costs or  
 285 attorney fees under § 8.01-27.1 or civil recovery under § 8.01-27.2, as a part of other damages requested on  
 286 the unlawful detainer filed pursuant to § 8.01-126, provided that the landlord has given notice in accordance  
 287 with § 55.1-1202, which notice may be included in the five-day termination notice provided in accordance  
 288 with this section.

289 G. *If a public housing authority issues a notice of nonpayment of rent to a tenant, such public housing*  
 290 *authority shall also provide to the tenant along with the notice of nonpayment written information printed on*  
 291 *pink or orange paper explaining how the tenant may recertify the tenant's income, including how the tenant*  
 292 *can, in accordance with federal law and policy, report changes in income, request a minimum rent hardship*  
 293 *exemption, and file grievances. Such information shall be posted by the public housing authority in*  
 294 *conspicuous locations in each public housing community under its authority.*

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

304 H. I. In a case where a lawsuit is pending before the court upon a breach of the rental agreement or

**305** noncompliance by the tenant and the landlord prevails, the court shall award a money judgment to the  
**306** landlord and against the tenant for the relief requested, which may include the following: (i) rent due and  
**307** owing as of the court date as contracted for in the rental agreement; (ii) other charges and fees as contracted  
**308** for in the rental agreement; (iii) late charges contracted for in the rental agreement; (iv) reasonable attorney  
**309** fees as contracted for in the rental agreement or as provided by law, unless in any such action the tenant  
**310** proves by a preponderance of the evidence that the tenant's failure to pay rent or vacate was reasonable; (v)  
**311** costs of the proceeding as contracted for in the rental agreement or as provided by law; and (vi) damages to  
**312** the dwelling unit or premises.