

1 VIRGINIA ACTS OF ASSEMBLY — CHAPTER

2 *An Act to amend and reenact § 55.1-1204 of the Code of Virginia, relating to Virginia Residential Landlord*
 3 *and Tenant Act; rental payment methods.*

4 [S 1356]

5 Approved

6 **Be it enacted by the General Assembly of Virginia:**7 **1. That § 55.1-1204 of the Code of Virginia is amended and reenacted as follows:**8 **§ 55.1-1204. Terms and conditions of rental agreement; payment of rent; copy of rental agreement**
 9 **for tenant.**10 A. A landlord and tenant may include in a rental agreement terms and conditions not prohibited by this
 11 chapter or other rule of law, including rent, charges for late payment of rent, the term of the agreement,
 12 automatic renewal of the rental agreement, requirements for notice of intent to vacate or terminate the rental
 13 agreement, and other provisions governing the rights and obligations of the parties.14 B. A landlord shall offer a prospective tenant a written rental agreement containing the terms governing
 15 the rental of the dwelling unit and setting forth the terms and conditions of the landlord-tenant relationship
 16 and shall provide with it the statement of tenant rights and responsibilities developed by the Department of
 17 Housing and Community Development and posted on its website pursuant to § 36-139. The parties to a
 18 written rental agreement shall sign the form developed by the Department of Housing and Community
 19 Development and posted on its website pursuant to § 36-139 acknowledging that the tenant has received from
 20 the landlord the statement of tenant rights and responsibilities. The written rental agreement shall be effective
 21 upon the date signed by the parties.22 If a tenant fails to sign the form available pursuant to this subsection, the landlord shall record the date or
 23 dates on which he provided the form to the tenant and the fact that the tenant failed to sign such form.
 24 Subsequent to the effective date of the tenancy, a landlord may, but shall not be required to, provide a tenant
 25 with and allow such tenant an opportunity to sign the form described pursuant to this subsection. The form
 26 shall be current as of the date of delivery.27 C. If a landlord does not offer a written rental agreement, the tenancy shall exist by operation of law,
 28 consisting of the following terms and conditions:

29 1. The provision of this chapter shall be applicable to the dwelling unit that is being rented;

30 2. The duration of the rental agreement shall be for 12 months and shall not be subject to automatic
 31 renewal, except in the event of a month-to-month lease as otherwise provided for under subsection D of §
 32 55.1-1253;33 3. Rent shall be paid in 12 equal periodic installments in an amount agreed upon by the landlord and the
 34 tenant and if no amount is agreed upon, the installments shall be at fair market rent;35 4. Rent payments shall be due on the first day of each month during the tenancy and shall be considered
 36 late if not paid by the fifth of the month;37 5. If the rent is paid by the tenant after the fifth day of any given month, the landlord shall be entitled to
 38 charge a late charge as provided in this chapter;39 6. The landlord may collect a security deposit in an amount that does not exceed a total amount equal to
 40 two months of rent; and41 7. The parties may enter into a written rental agreement at any time during the 12-month tenancy created
 42 by this subsection.43 D. Except as provided in the written rental agreement, or as provided in subsection C if no written
 44 agreement is offered, rent shall be payable without demand or notice at the time and place agreed upon by the
 45 parties. Except as provided in the written rental agreement, rent is payable at the place designated by the
 46 landlord, and periodic rent is payable at the beginning of any term of one month or less and otherwise in
 47 equal installments at the beginning of each month. If the landlord receives from a tenant a written request for
 48 a written statement of charges and payments, he shall provide the tenant with a written statement showing all
 49 debits and credits over the tenancy or the past 12 months, whichever is shorter. The landlord shall provide
 50 such written statement within 10 business days of receiving the request.51 E. A landlord shall not charge a tenant for late payment of rent unless such charge is provided for in the
 52 written rental agreement. No such late charge shall exceed the lesser of 10 percent of the periodic rent or 10
 53 percent of the remaining balance due and owed by the tenant.54 F. Except as provided in the written rental agreement or, as provided in subsection C if no written
 55 agreement is offered, the tenancy shall be week-to-week in the case of a tenant who pays weekly rent and
 56 month-to-month in all other cases. Terminations of tenancies shall be governed by § 55.1-1253 unless the

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57 rental agreement provides for a different notice period.

58 G. If the rental agreement contains any provision allowing the landlord to approve or disapprove a
59 sublessee or assignee of the tenant, the landlord shall, within 10 business days of receipt of the written
60 application of the prospective sublessee or assignee on a form to be provided by the landlord, approve or
61 disapprove the sublessee or assignee. Failure of the landlord to act within 10 business days is evidence of his
62 approval.

63 H. The landlord shall provide a copy of the signed written rental agreement and the statement of tenant
64 rights and responsibilities to the tenant within 10 business days of the effective date of the written rental
65 agreement. The failure of the landlord to deliver such a rental agreement and statement shall not affect the
66 validity of the agreement. However, the landlord shall not file or maintain an action, including any summons
67 for unlawful detainer, against the tenant in a court of law for any alleged lease violation until he has provided
68 the tenant with the statement of tenant rights and responsibilities.

69 The landlord shall provide the tenant with an additional hard copy of such tenant's rental agreement once
70 per year upon request or shall maintain such rental agreement in an electronic format that can be easily
71 accessed by or shared with the tenant upon request. Any additional electronic copy of a tenant's rental
72 agreement provided pursuant to this subsection shall be provided by the landlord at no charge to the tenant.

73 I. No unilateral change in the terms of a rental agreement by a landlord or tenant shall be valid unless (i)
74 notice of the change is given in accordance with the terms of the rental agreement or as otherwise required by
75 law and (ii) both parties consent in writing to the change.

76 J. 1. *Except as provided in subdivision 2, the landlord shall accept payment of periodic rent and any*
77 *security deposit by any lawful means, including check, electronic funds transfer, debit or credit card, cash,*
78 *and money order.* The landlord shall provide the tenant with a written receipt, ~~upon request from the tenant,~~
79 whenever the tenant pays rent in the form of cash or money order. *No landlord shall charge a tenant any fee*
80 *for the collection or processing of any payment of rent, security deposit, or any other fees, unless the landlord*
81 *offers an alternative method of payment that does not include additional fees.*

82 2. *A landlord with four or fewer rental dwelling units, or up to a 10 percent interest in four or fewer*
83 *rental dwelling units, shall not be required to accept payment of periodic rent and any security deposit by*
84 *debit or credit card.*

85 K. A landlord who owns more than four rental dwelling units or more than a 10 percent interest in more
86 than four rental dwelling units, whether individually or through a business entity, in the Commonwealth, shall
87 be required to provide written notice to any tenant who has the option to renew a rental agreement or whose
88 rental agreement contains an automatic renewal provision of any increase in rent during the subsequent rental
89 agreement term. Such notice shall be provided to the tenant no less than 60 days prior to the end of the rental
90 agreement term. This subsection shall not apply to any periodic tenancy created pursuant to subsection C of §
91 55.1-1253.