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INTRODUCED

HB1259

1 **HOUSE BILL NO. 1259**

2 Offered January 14, 2026

3 Prefiled January 14, 2026

4 *A BILL to amend and reenact §§ 8.01-226.12, 55.1-1200, 55.1-1215, 55.1-1220, and 59.1-200 of the Code of*
5 *Virginia, relating to Virginia Residential Landlord and Tenant Act; Virginia Consumer Protection Act;*
6 *mold remediation.*

7 Patron—Wilt

8 Committee Referral Pending

9 **Be it enacted by the General Assembly of Virginia:**10 **1. That §§ 8.01-226.12, 55.1-1200, 55.1-1215, 55.1-1220, and 59.1-200 of the Code of Virginia are**
11 **amended and reenacted as follows:**12 **§ 8.01-226.12. Duty of landlord and managing agent with respect to visible mold.**

13 A. As used in this section, the following definitions apply:

14 "Authorized occupant" means a person entitled to occupy a dwelling unit with the consent of the landlord,
15 but who has not signed the rental agreement and therefore does not have the rights and obligations as a tenant
16 under the rental agreement.17 "Dwelling unit" means a structure or part of a structure that is used as a home or residence by one or more
18 persons who maintain a household, whether single family or multifamily, including, but not limited to, a
19 manufactured home.20 "Guest or invitee" means a person, other than the tenant or person authorized by the landlord to occupy
21 the dwelling unit, who has the permission of the tenant to visit but not to occupy the premises.22 "Interior of the dwelling unit" means the inside of the dwelling unit, consisting of interior walls, floor, and
23 ceiling that enclose the dwelling unit as conditioned space from the outside air.24 "Landlord" means the owner or lessor of the dwelling unit or the building of which such residential
25 dwelling unit is a part. "Landlord" also includes a managing agent of the premises who fails to disclose the
26 name of such owner, lessor, or sublessor. Such managing agent shall be subject to the provisions of
27 § 16.1-88.03.28 "Managing agent" means a person authorized by the landlord to act on behalf of the landlord under an
29 agreement.30 "Mold remediation in accordance with professional standards" means mold remediation of that portion of
31 the dwelling unit or premises affected by mold, or any personal property of the tenant affected by mold,
32 performed consistent with guidance documents published by the United States Environmental Protection
33 Agency, the United States Department of Housing and Urban Development, the American Conference of
34 Governmental Industrial Hygienists (the Bioaerosols Manual), Standard Reference Guides of the Institute of
35 Inspection, Cleaning and Restoration for Water Damage Restoration and Professional Mold Remediation, or
36 any protocol for mold remediation prepared by an industrial hygienist consistent with said guidance
37 documents by a professional that holds a mold remediation certification from a nationally or internationally
38 recognized certifying body for mold remediation and complies with (i) the American National Standards
39 Institute (ANSI) and the Institute of Inspection Cleaning and Restoration Certification S520 Standard for
40 Professional Mold Remediation, as revised, or (ii) any other equivalent ANSI-accredited mold remediation
41 standard, when conducting or offering to conduct mold remediation in the Commonwealth.42 "Notice" means notice given in writing by either regular mail or hand delivery, with sender retaining
43 sufficient proof of having given such notice, which may be either a United States postal certificate of mailing
44 or a certificate of service confirming such mailing prepared by the sender. However, a person shall be
45 deemed to have notice of a fact if he has actual knowledge of it, or he received a verbal notice of it. A person
46 "notifies" or "gives" a notice or notification to another by taking steps reasonably calculated to inform
47 another person whether or not the other person actually comes to know of it. If a notice given is not in
48 writing, the person giving the notice has the burden of proof to show that the notice was given to the recipient
49 of the notice.50 "Readily accessible" means areas within the interior of the dwelling unit available for observation at the
51 time of the move-in inspection that do not require removal of materials, personal property, equipment, or
52 similar items.53 "Tenant" means a person entitled under a rental agreement to occupy a dwelling unit to the exclusion of
54 others. Tenant shall not include (i) an authorized occupant, (ii) a guest or invitee, or (iii) any person who
55 guarantees or cosigns the payment of the financial obligations of a rental agreement but has no right to
56 occupy a dwelling unit.

59 "Visible evidence of mold" means the existence of mold in the residential dwelling unit that is visible to
60 the naked eye of the landlord or tenant at the time of the move-in inspection.

61 Any term not expressly defined herein shall have the same meaning as those defined in § 55.1-1200.

62 B. Neither the landlord nor the managing agent shall be liable for civil damages in any personal injury or
63 wrongful death action brought by a tenant, authorized occupant, or guest or invitee for exposure to mold
64 arising from the condition within the interior of a dwelling unit, or for any property damage claims arising out
65 of the landlord-tenant relationship, if the mold condition is caused solely by the negligence of the tenant.

66 C. A managing agent with no maintenance responsibilities shall not be liable for civil damages in any
67 personal injury or wrongful death action brought by the tenant, authorized occupant, or guest or invitee for
68 exposure to mold, or for any property damage claims arising out of the residential landlord-tenant
69 relationship, unless the managing agent fails to disclose the existence of a mold condition of which the
70 managing agent has actual knowledge to the landlord and any prospective or actual tenants.

71 D. If the written move-in inspection report authorized under Chapter 12 (§ 55.1-1200 et seq.) of Title 55.1
72 reflects that there is no visible evidence of mold in areas readily accessible within the interior of the dwelling
73 unit, and the tenant does not object thereto in writing within five days after receiving the report, there shall be
74 a rebuttable presumption that no mold existed at the time of the move-in inspection.

75 E. If visible evidence of mold occurs within the dwelling unit, the landlord or managing agent with the
76 maintenance responsibilities shall, exercising ordinary care, perform mold remediation in accordance with
77 professional standards.

78 F. The landlord or managing agent with maintenance responsibilities shall comply with any other
79 applicable provisions of law.

80 **§ 55.1-1200. Definitions.**

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

82 "Action" means any recoupment, counterclaim, setoff, or other civil action and any other proceeding in
83 which rights are determined, including actions for possession, rent, unlawful detainer, unlawful entry, and
84 distress for rent.

85 "Application deposit" means any refundable deposit of money, however denominated, including all
86 money intended to be used as a security deposit under a rental agreement, or property, that is paid by a tenant
87 to a landlord for the purpose of being considered as a tenant for a dwelling unit.

88 "Application fee" means any nonrefundable fee that is paid by a tenant to a landlord or managing agent
89 for the purpose of being considered as a tenant for a dwelling unit.

90 "Assignment" means the transfer by any tenant of all interests created by a rental agreement.

91 "Authorized occupant" means a person entitled to occupy a dwelling unit with the consent of the landlord,
92 but who has not signed the rental agreement and therefore does not have the financial obligations as a tenant
93 under the rental agreement.

94 "Building or housing code" means any law, ordinance, or governmental regulation concerning fitness for
95 habitation or the construction, maintenance, operation, occupancy, use, or appearance of any structure or that
96 part of a structure that is used as a home, residence, or sleeping place by one person who maintains a
97 household or by two or more persons who maintain a common household.

98 "Commencement date of rental agreement" means the date upon which the tenant is entitled to occupy the
99 dwelling unit as a tenant.

100 "Community land trust" means a community housing development organization whose board of directors
101 is composed of tenants, corporate members who are not tenants, and any other category of persons specified
102 in the bylaws of the organization and that:

- 103 1. Is not sponsored by a for-profit organization;
- 104 2. Acquires parcels of land, held in perpetuity, primarily for conveyance under long-term ground leases;
- 105 3. Transfers ownership of any structural improvements located on such leased parcels to the tenant; and
- 106 4. Retains a preemptive option to purchase any such structural improvement at a price determined by
107 formula that is designed to ensure that the improvement remains affordable to low-income and moderate-
108 income families in perpetuity.

109 "Damage insurance" means a bond or commercial insurance coverage as specified in the rental agreement
110 to secure the performance by the tenant of the terms and conditions of the rental agreement and to replace all
111 or part of a security deposit.

112 "Dwelling unit" means a structure or part of a structure that is used as a home or residence by one or more
113 persons who maintain a household, including a manufactured home, as defined in § 55.1-1300.

114 "Effective date of rental agreement" means the date on which the rental agreement is signed by the
115 landlord and the tenant obligating each party to the terms and conditions of the rental agreement.

116 "Essential service" includes heat, running water, hot water, electricity, and gas.

117 "Facility" means something that is built, constructed, installed, or established to perform some particular
118 function.

119 "Good faith" means honesty in fact in the conduct of the transaction concerned.

120 "Guest or invitee" means a person, other than the tenant or an authorized occupant, who has the

121 permission of the tenant to visit but not to occupy the premises.

122 "Interior of the dwelling unit" means the inside of the dwelling unit, consisting of interior walls, floor, and
123 ceiling, that enclose the dwelling unit as conditioned space from the outside air.

124 "Landlord" means the owner, lessor, or sublessor of the dwelling unit or the building of which such
125 dwelling unit is a part. "Landlord" also includes a managing agent of the premises who fails to disclose the
126 name of such owner, lessor, or sublessor. Such managing agent shall be subject to the provisions of
127 § 16.1-88.03. "Landlord" does not include a community land trust.

128 "Managing agent" means the person authorized by the landlord to act as the property manager on behalf
129 of the landlord pursuant to the written property management agreement.

130 "Mold remediation in accordance with professional standards" means mold remediation of that portion of
131 the dwelling unit or premises affected by mold, or any personal property of the tenant affected by mold,
132 performed consistent with guidance documents published by the U.S. Environmental Protection Agency, the
133 U.S. Department of Housing and Urban Development, or the American Conference of Governmental
134 Industrial Hygienists (Bioaerosols: Assessment and Control); Standard and Reference Guides of the Institute
135 of Inspection, Cleaning and Restoration Certification (ICRC) for Professional Water Damage Restoration
136 and Professional Mold Remediation; or any protocol for mold remediation prepared by an industrial hygienist
137 consistent with such guidance documents by a professional that holds a mold remediation certification from a
138 nationally or internationally recognized certifying body for mold remediation and complies with (i) the
139 American National Standards Institute (ANSI) and the Institute of Inspection Cleaning and Restoration
140 Certification S520 Standard for Professional Mold Remediation, as revised, or (ii) any other equivalent
141 ANSI-accredited mold remediation standard, when conducting or offering to conduct mold remediation in the
142 Commonwealth.

143 "Multifamily dwelling unit" means more than one single-family dwelling unit located in a building.
144 However, nothing in this definition shall be construed to apply to any nonresidential space in such building.

145 "Natural person," wherever the chapter refers to an owner as a "natural person," includes co-owners who
146 are natural persons, either as tenants in common, joint tenants, tenants in partnership, tenants by the entirety,
147 trustees or beneficiaries of a trust, general partnerships, limited liability partnerships, registered limited
148 liability partnerships or limited liability companies, or any other lawful combination of natural persons
149 permitted by law.

150 "Notice" means notice given in writing by either regular mail or hand delivery, with the sender retaining
151 sufficient proof of having given such notice in the form of a certificate of service confirming such mailing
152 prepared by the sender. However, a person shall be deemed to have notice of a fact if he has actual
153 knowledge of it, he has received a verbal notice of it, or, from all of the facts and circumstances known to
154 him at the time in question, he has reason to know it exists. A person "notifies" or "gives" a notice or
155 notification to another by taking steps reasonably calculated to inform another person, whether or not the
156 other person actually comes to know of it. If notice is given that is not in writing, the person giving the notice
157 has the burden of proof to show that the notice was given to the recipient of the notice.

158 "Organization" means a corporation, government, governmental subdivision or agency, business trust,
159 estate, trust, partnership, or association; two or more persons having a joint or common interest; any
160 combination thereof; and any other legal or commercial entity.

161 "Owner" means one or more persons or entities, jointly or severally, including a mortgagee in possession,
162 in whom is vested:

- 163 1. All or part of the legal title to the property; or
- 164 2. All or part of the beneficial ownership and a right to present use and enjoyment of the premises.

165 "Person" means any individual, group of individuals, corporation, partnership, business trust, association,
166 or other legal entity, or any combination thereof.

167 "Premises" means a dwelling unit and the structure of which it is a part, facilities and appurtenances
168 contained therein, and grounds, areas, and facilities held out for the use of tenants generally or whose use is
169 promised to the tenant.

170 "Processing fee for payment of rent with bad check" means the processing fee specified in the rental
171 agreement, not to exceed \$50, assessed by a landlord against a tenant for payment of rent with a check drawn
172 by the tenant on which payment has been refused by the payor bank because the drawer had no account or
173 insufficient funds.

174 "Readily accessible" means areas within the interior of the dwelling unit available for observation at the
175 time of the move-in inspection that do not require removal of materials, personal property, equipment, or
176 similar items.

177 "Rent" means all money, other than a security deposit, owed or paid to the landlord under the rental
178 agreement, including prepaid rent paid more than one month in advance of the rent due date.

179 "Rental agreement" or "lease agreement" means all rental agreements, written or oral, and valid rules and
180 regulations adopted under § 55.1-1228 embodying the terms and conditions concerning the use and
181 occupancy of a dwelling unit and premises.

182 "Rental application" means the written application or similar document used by a landlord to determine if

183 a prospective tenant is qualified to become a tenant of a dwelling unit.

184 "Renter's insurance" means insurance coverage specified in the rental agreement that is a combination
185 multi-peril policy containing fire, miscellaneous property, and personal liability coverage insuring personal
186 property located in dwelling units not occupied by the owner.

187 "Residential tenancy" means a tenancy that is based on a rental agreement between a landlord and a tenant
188 for a dwelling unit.

189 "Roomer" means a person occupying a dwelling unit that lacks a major bathroom or kitchen facility, in a
190 structure where one or more major facilities are used in common by occupants of the dwelling unit and other
191 dwelling units. "Major facility" in the case of a bathroom means a toilet and either a bath or shower and in the
192 case of a kitchen means a refrigerator, stove, or sink.

193 "Security deposit" means any refundable deposit of money that is furnished by a tenant to a landlord to
194 secure the performance of the terms and conditions of a rental agreement, as a security for damages to the
195 leased premises, or as a pet deposit. However, such money shall be deemed an application deposit until the
196 commencement date of the rental agreement. "Security deposit" does not include a damage insurance policy
197 or renter's insurance policy, as those terms are defined in § 55.1-1206, purchased by a landlord to provide
198 coverage for a tenant.

199 "Single-family residence" means a structure, other than a multifamily residential structure, maintained and
200 used as a single dwelling unit, condominium unit, or any other dwelling unit that has direct access to a street
201 or thoroughfare and does not share heating facilities, hot water equipment, or any other essential facility or
202 essential service with any other dwelling unit.

203 "Sublease" means the transfer by any tenant of any but not all interests created by a rental agreement.

204 "Tenant" means a person entitled only under the terms of a rental agreement to occupy a dwelling unit to
205 the exclusion of others and includes a roomer. "Tenant" does not include (i) an authorized occupant, (ii) a
206 guest or invitee, or (iii) any person who guarantees or cosigns the payment of the financial obligations of a
207 rental agreement but has no right to occupy a dwelling unit.

208 "Tenant records" means all information, including financial, maintenance, and other records about a
209 tenant or prospective tenant, whether such information is in written or electronic form or any other medium.

210 "Utility" means electricity, natural gas, or water and sewer provided by a public service corporation or
211 such other person providing utility services as permitted under § 56-1.2. If the rental agreement so provides, a
212 landlord may use submetering equipment or energy allocation equipment as defined in § 56-245.2 or a ratio
213 utility billing system as defined in § 55.1-1212.

214 "Visible evidence of mold" means the existence of mold in the dwelling unit that is visible to the naked
215 eye by the landlord or tenant in areas within the interior of the dwelling unit readily accessible at the time of
216 the move-in inspection.

217 "Written notice" means notice given in accordance with § 55.1-1202, including any representation of
218 words, letters, symbols, numbers, or figures, whether (i) printed in or inscribed on a tangible medium or (ii)
219 stored in an electronic form or any other medium, retrievable in a perceivable form, and regardless of whether
220 an electronic signature authorized by the Uniform Electronic Transactions Act (§ 59.1-479 et seq.) is affixed.

221 **§ 55.1-1215. Disclosure of mold in dwelling units.**

222 As part of the written report of the move-in inspection required by § 55.1-1214, the landlord shall disclose
223 whether there is any visible evidence of mold in areas readily accessible within the interior of the dwelling
224 unit. If the landlord's written disclosure states that there is no visible evidence of mold in the dwelling unit,
225 this written statement shall be deemed correct unless the tenant objects to it in writing within five days after
226 receiving the report. If the landlord's written disclosure states that there is visible evidence of mold in the
227 dwelling unit, the tenant shall have the option to terminate the tenancy and not take possession or remain in
228 possession of the dwelling unit. If the tenant requests to take possession, or remain in possession, of the
229 dwelling unit, notwithstanding the presence of visible evidence of mold, the landlord shall promptly *engage*
230 *the services of a professional mold remedediator to remediate the mold condition but in no event later than five*
231 *business days after the tenant's request to take possession or decision to remain in possession, reinspect the*
232 *dwelling unit to confirm that there is no visible evidence of mold in the dwelling unit, and prepare a new*
233 *report stating that there is no visible evidence of mold in the dwelling unit upon reinspection in accordance*
234 *with professional standards as provided for in § 55.1-1200.*

235 **§ 55.1-1220. Landlord to maintain fit premises.**

236 A. The landlord shall:

237 1. Comply with the requirements of applicable building and housing codes materially affecting health and
238 safety;

239 2. Make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable
240 condition;

241 3. Keep all common areas shared by two or more dwelling units of a multifamily premises in a clean and
242 structurally safe condition;

243 4. Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating,
244 ventilating, air-conditioning, and other facilities and appliances, including elevators, supplied or required to

245 be supplied by him;

246 5. Maintain the premises in such a condition as to prevent the accumulation of moisture and the growth of
 247 mold and promptly respond to any notices from a tenant as provided in subdivision A 10 of § 55.1-1227.
 248 Where there is visible evidence of mold, the landlord shall promptly *engage the services of a professional*
 249 *remediator to remediate the mold conditions in accordance with the requirements of subsection E of*
 250 *§ 8.01-226.12 and engage the services of a certified mold inspector to reinspect the dwelling unit to confirm*
 251 *that there is no longer visible evidence of mold in the dwelling unit. The landlord shall provide a tenant with*
 252 *a copy of a summary of information related to mold remediation occurring during that tenancy and, upon*
 253 *request of the tenant, make available the full package of such information and reports not protected by*
 254 *attorney-client privilege. Once the mold has been remediated in accordance with professional standards, the*
 255 *landlord shall not be required to make disclosures of a past incidence of mold to subsequent tenants;*

256 6. Provide and maintain appropriate receptacles and conveniences for the collection, storage, and removal
 257 of ashes, garbage, rubbish, and other waste incidental to the occupancy of dwelling units and arrange for the
 258 removal of same;

259 7. Supply running water and reasonable amounts of hot water at all times and reasonable air conditioning
 260 if provided and heat in season except where the dwelling unit is so constructed that heat, air conditioning, or
 261 hot water is generated by an installation within the exclusive control of the tenant or supplied by a direct
 262 public utility connection; and

263 8. Provide a certificate to the tenant stating that all smoke alarms are present, have been inspected, and are
 264 in good working order no more than once every 12 months. The landlord, his employee, or an independent
 265 contractor may perform the inspection to determine that the smoke alarm is in good working order.

266 B. The landlord shall perform the duties imposed by subsection A in accordance with law; however, the
 267 landlord shall only be liable for the tenant's actual damages proximately caused by the landlord's failure to
 268 exercise ordinary care.

269 C. If the duty imposed by subdivision A 1 is greater than any duty imposed by any other subdivision of
 270 that subsection, the landlord's duty shall be determined by reference to subdivision A 1.

271 D. The landlord and tenant may agree in writing that the tenant perform the landlord's duties specified in
 272 subdivisions A 3, 6, and 7 and also specified repairs, maintenance tasks, alterations, and remodeling, but only
 273 if the transaction is entered into in good faith and not for the purpose of evading the obligations of the
 274 landlord and if the agreement does not diminish or affect the obligation of the landlord to other tenants in the
 275 premises.

276 **§ 59.1-200. Prohibited practices.**

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

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

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

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

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

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

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

287 7. Advertising or offering for sale goods that are used, secondhand, repossessed, defective, blemished,
 288 deteriorated, or reconditioned, or that are "seconds," irregulars, imperfects, or "not first class," without clearly
 289 and unequivocally indicating in the advertisement or offer for sale that the goods are used, secondhand,
 290 repossessed, defective, blemished, deteriorated, reconditioned, or are "seconds," irregulars, imperfects, or
 291 "not first class";

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

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

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

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

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

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

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

315 13a. Failing to provide to a consumer, or failing to use or include in any written document or material
316 provided to or executed by a consumer, in connection with a consumer transaction any statement, disclosure,
317 notice, or other information however characterized when the supplier is required by 16 C.F.R. Part 433 to so
318 provide, use, or include the statement, disclosure, notice, or other information in connection with the
319 consumer transaction;

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

322 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,
323 or 3.2-6519 is a violation of this chapter;

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

325 a. The return of goods for refund, exchange, or credit. Such disclosure shall be by means of a sign
326 attached to the goods, or placed in a conspicuous public area of the premises of the supplier, so as to be
327 readily noticeable and readable by the person obtaining the goods from the supplier. If the supplier does not
328 permit a refund, exchange, or credit for return, he shall so state on a similar sign. The provisions of this
329 subdivision shall not apply to any retail merchant who has a policy of providing, for a period of not less than
330 20 days after date of purchase, a cash refund or credit to the purchaser's credit card account for the return of
331 defective, unused, or undamaged merchandise upon presentation of proof of purchase. In the case of
332 merchandise paid for by check, the purchase shall be treated as a cash purchase and any refund may be
333 delayed for a period of 10 banking days to allow for the check to clear. This subdivision does not apply to
334 sale merchandise that is obviously distressed, out of date, post season, or otherwise reduced for clearance; nor
335 does this subdivision apply to special order purchases where the purchaser has requested the supplier to order
336 merchandise of a specific or unusual size, color, or brand not ordinarily carried in the store or the store's
337 catalog; nor shall this subdivision apply in connection with a transaction for the sale or lease of motor
338 vehicles, farm tractors, or motorcycles as defined in § 46.2-100;

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

343 16a. Failing to provide written notice to a consumer of an existing open-end credit balance in excess of \$5
344 (i) on an account maintained by the supplier and (ii) resulting from such consumer's overpayment on such
345 account. Suppliers shall give consumers written notice of such credit balances within 60 days of receiving
346 overpayments. If the credit balance information is incorporated into statements of account furnished
347 consumers by suppliers within such 60-day period, no separate or additional notice is required;

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

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

351 19. Violating any provision of the Virginia Home Solicitation Sales Act, Chapter 2.1 (§ 59.1-21.1 et seq.);

352 20. Violating any provision of the Automobile Repair Facilities Act, Chapter 17.1 (§ 59.1-207.1 et seq.);

353 21. Violating any provision of the Virginia Lease-Purchase Agreement Act, Chapter 17.4 (§ 59.1-207.17
354 et seq.);

355 22. Violating any provision of the Prizes and Gifts Act, Chapter 31 (§ 59.1-415 et seq.);

356 23. Violating any provision of the Virginia Public Telephone Information Act, Chapter 32 (§ 59.1-424 et
357 seq.);

358 24. Violating any provision of § 54.1-1505;

359 25. Violating any provision of the Motor Vehicle Manufacturers' Warranty Adjustment Act, Chapter 17.6
360 (§ 59.1-207.34 et seq.);

361 26. Violating any provision of § 3.2-5627, relating to the pricing of merchandise;

362 27. Violating any provision of the Pay-Per-Call Services Act, Chapter 33 (§ 59.1-429 et seq.);

363 28. Violating any provision of the Extended Service Contract Act, Chapter 34 (§ 59.1-435 et seq.);

364 29. Violating any provision of the Virginia Membership Camping Act, Chapter 25 (§ 59.1-311 et seq.);

365 30. Violating any provision of the Comparison Price Advertising Act, Chapter 17.7 (§ 59.1-207.40 et
366 seq.);

367 31. Violating any provision of the Virginia Travel Club Act, Chapter 36 (§ 59.1-445 et seq.);

368 32. Violating any provision of §§ 46.2-1231 and 46.2-1233.1;

369 33. Violating any provision of Chapter 40 (§ 54.1-4000 et seq.) of Title 54.1;
 370 34. Violating any provision of Chapter 10.1 (§ 58.1-1031 et seq.) of Title 58.1;
 371 35. Using the consumer's social security number as the consumer's account number with the supplier, if
 372 the consumer has requested in writing that the supplier use an alternate number not associated with the
 373 consumer's social security number;
 374 36. Violating any provision of Chapter 18 (§ 6.2-1800 et seq.) of Title 6.2;
 375 37. Violating any provision of § 8.01-40.2;
 376 38. Violating any provision of Article 7 (§ 32.1-212 et seq.) of Chapter 6 of Title 32.1;
 377 39. Violating any provision of Chapter 34.1 (§ 59.1-441.1 et seq.);
 378 40. Violating any provision of Chapter 20 (§ 6.2-2000 et seq.) of Title 6.2;
 379 41. Violating any provision of the Virginia Post-Disaster Anti-Price Gouging Act, Chapter 46 (§ 59.1-525
 380 et seq.). For the purposes of this subdivision, "consumer transaction" has the same meaning as provided in
 381 § 59.1-526;
 382 42. Violating any provision of Chapter 47 (§ 59.1-530 et seq.);
 383 43. Violating any provision of § 59.1-443.2;
 384 44. Violating any provision of Chapter 48 (§ 59.1-533 et seq.);
 385 45. Violating any provision of Chapter 25 (§ 6.2-2500 et seq.) of Title 6.2;
 386 46. Violating the provisions of clause (i) of subsection B of § 54.1-1115;
 387 47. Violating any provision of § 18.2-239;
 388 48. Violating any provision of Chapter 26 (§ 59.1-336 et seq.);
 389 49. Selling, offering for sale, or manufacturing for sale a children's product the supplier knows or has
 390 reason to know was recalled by the U.S. Consumer Product Safety Commission. There is a rebuttable
 391 presumption that a supplier has reason to know a children's product was recalled if notice of the recall has
 392 been posted continuously at least 30 days before the sale, offer for sale, or manufacturing for sale on the
 393 website of the U.S. Consumer Product Safety Commission. This prohibition does not apply to children's
 394 products that are used, secondhand or "seconds";
 395 50. Violating any provision of Chapter 44.1 (§ 59.1-518.1 et seq.);
 396 51. Violating any provision of Chapter 22 (§ 6.2-2200 et seq.) of Title 6.2;
 397 52. Violating any provision of § 8.2-317.1;
 398 53. Violating subsection A of § 9.1-149.1;
 399 54. Selling, offering for sale, or using in the construction, remodeling, or repair of any residential dwelling
 400 in the Commonwealth, any drywall that the supplier knows or has reason to know is defective drywall. This
 401 subdivision shall not apply to the sale or offering for sale of any building or structure in which defective
 402 drywall has been permanently installed or affixed;
 403 55. Engaging in fraudulent or improper or dishonest conduct as defined in § 54.1-1118 while engaged in a
 404 transaction that was initiated (i) during a declared state of emergency as defined in § 44-146.16 or (ii) to
 405 repair damage resulting from the event that prompted the declaration of a state of emergency, regardless of
 406 whether the supplier is licensed as a contractor in the Commonwealth pursuant to Chapter 11 (§ 54.1-1100 et
 407 seq.) of Title 54.1;
 408 56. Violating any provision of Chapter 33.1 (§ 59.1-434.1 et seq.);
 409 57. Violating any provision of § 18.2-178, 18.2-178.1, or 18.2-200.1;
 410 58. Violating any provision of Chapter 17.8 (§ 59.1-207.45 et seq.). For the purposes of this subdivision,
 411 "consumer transaction" also includes transactions involving an automatic renewal or continuous service offer
 412 by a supplier to a small business, as those terms are defined in § 59.1-207.45;
 413 59. Violating any provision of subsection E of § 32.1-126;
 414 60. Violating any provision of § 54.1-111 relating to the unlicensed practice of a profession licensed under
 415 Chapter 11 (§ 54.1-1100 et seq.) or Chapter 21 (§ 54.1-2100 et seq.) of Title 54.1;
 416 61. Violating any provision of § 2.2-2001.5;
 417 62. Violating any provision of Chapter 5.2 (§ 54.1-526 et seq.) of Title 54.1;
 418 63. Violating any provision of § 6.2-312;
 419 64. Violating any provision of Chapter 20.1 (§ 6.2-2026 et seq.) of Title 6.2;
 420 65. Violating any provision of Chapter 26 (§ 6.2-2600 et seq.) of Title 6.2;
 421 66. Violating any provision of Chapter 54 (§ 59.1-586 et seq.);
 422 67. Knowingly violating any provision of § 8.01-27.5;
 423 68. Failing to, in accordance with § 59.1-207.46, (i) make available a conspicuous online option to cancel
 424 a recurring purchase of a good or service or (ii) with respect to a free trial lasting more than 30 days, notify a
 425 consumer of his option to cancel such free trial within 30 days of the end of the trial period to avoid an
 426 obligation to pay for the goods or services;
 427 69. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,
 428 that contains a synthetic derivative of tetrahydrocannabinol. As used in this subdivision, "synthetic
 429 derivative" means a chemical compound produced by man through a chemical transformation to turn a
 430 compound into a different compound by adding or subtracting molecules to or from the original compound.

431 This subdivision shall not (i) apply to products that are approved for marketing by the U.S. Food and Drug
432 Administration and scheduled in the Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit
433 any conduct permitted under Chapter 16 (§ 4.1-1600 et seq.) of Title 4.1;

434 70. Selling or offering for sale to a person younger than 21 years of age any substance intended for human
435 consumption, orally or by inhalation, that contains tetrahydrocannabinol. This subdivision shall not (i) apply
436 to products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the
437 Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit any conduct permitted under Chapter
438 16 (§ 4.1-1600 et seq.) of Title 4.1;

439 71. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,
440 that contains tetrahydrocannabinol, unless such substance is (i) contained in child-resistant packaging, as
441 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
442 inch, (a) that the substance contains tetrahydrocannabinol and may not be sold to persons younger than 21
443 years of age, (b) all ingredients contained in the substance, (c) the amount of such substance that constitutes a
444 single serving, and (d) the total percentage and milligrams of tetrahydrocannabinol included in the substance
445 and the number of milligrams of tetrahydrocannabinol that are contained in each serving; and (iii) accompanied
446 by a certificate of analysis, produced by an independent laboratory that is accredited pursuant to
447 standard ISO/IEC 17025 of the International Organization of Standardization by a third-party accrediting
448 body, that states the tetrahydrocannabinol concentration of the substance or the tetrahydrocannabinol
449 concentration of the batch from which the substance originates. This subdivision shall not (i) apply to
450 products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the
451 Drug Control Act (§ 54.1-3400 et seq.) or (ii) be construed to prohibit any conduct permitted under Chapter
452 16 (§ 4.1-1600 et seq.) of Title 4.1;

453 72. Manufacturing, offering for sale at retail, or selling at retail an industrial hemp extract, as defined in
454 § 3.2-5145.1, a food containing an industrial hemp extract, or a substance containing tetrahydrocannabinol
455 that depicts or is in the shape of a human, animal, vehicle, or fruit;

456 73. Selling or offering for sale any substance intended for human consumption, orally or by inhalation,
457 that contains tetrahydrocannabinol and, without authorization, bears, is packaged in a container or wrapper
458 that bears, or is otherwise labeled to bear the trademark, trade name, famous mark as defined in 15 U.S.C. §
459 1125, or other identifying mark, imprint, or device, or any likeness thereof, of a manufacturer, processor,
460 packer, or distributor of a product intended for human consumption other than the manufacturer, processor,
461 packer, or distributor that did in fact so manufacture, process, pack, or distribute such substance;

462 74. Selling or offering for sale a topical hemp product, as defined in § 3.2-4112, that does not include a
463 label stating that the product is not intended for human consumption. This subdivision shall not (i) apply to
464 products that are approved for marketing by the U.S. Food and Drug Administration and scheduled in the
465 Drug Control Act (§ 54.1-3400 et seq.), (ii) be construed to prohibit any conduct permitted under Chapter 16
466 (§ 4.1-1600 et seq.) of Title 4.1, or (iii) apply to topical hemp products that were manufactured prior to July
467 1, 2023, provided that the person provides documentation of the date of manufacture if requested;

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

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

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

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

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

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

489 81. Selling or offering for sale services as a *professional mold inspector* or a *professional mold*
490 *remediator* to be performed upon any residential dwelling without holding a *mold inspection* or *mold*
491 *remediation* certification from a nationally or internationally recognized certifying body for mold
492 remediation, and failing to comply with (i) the U.S. Environmental Protection Agency's publication on Mold

493 Remediation in Schools and Commercial Buildings, as revised; (ii) the ANSI/IICRC S520 Standard for
494 Professional Mold Remediation, as revised; or (iii) any other equivalent ANSI-accredited mold remediation
495 standard, when conducting or offering to conduct mold remediation in the Commonwealth;
496 82. Willfully violating any provision of § 59.1-444.4;
497 83. Violating any provision of Chapter 23.2 (§ 59.1-293.10 et seq.);
498 84. Selling any food that is required by the FDA to have a nutrition label that does not meet the
499 requirements of 21 C.F.R. Part 101;
500 85. Obtaining, disclosing, selling, or disseminating any personally identifiable reproductive or sexual
501 health information without the consent of the consumer;
502 86. Violating any provision of Chapter 58 (§ 59.1-607 et seq.); and
503 87. (Effective July 1, 2026) Violating any provision of the Medical Debt Protection Act (§ 59.1-611 et
504 seq.).
505 B. Nothing in this section shall be construed to invalidate or make unenforceable any contract or lease
506 solely by reason of the failure of such contract or lease to comply with any other law of the Commonwealth
507 or any federal statute or regulation, to the extent such other law, statute, or regulation provides that a violation
508 of such law, statute, or regulation shall not invalidate or make unenforceable such contract or lease.
509 2. **That the Department of Housing and Community Development shall establish and publish a**
510 **resource to educate the public on laws, policies, and information about the mold inspection and mold**
511 **remediation industry in Virginia, including website links to information published by the U.S.**
512 **Environmental Protection Agency and national accrediting organizations.**