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SENATE BILL NO. 585

Offered January 14, 2026

Prefiled January 14, 2026

A BILL to amend and reenact §§ 36-96.1:1, 36-96.3, 55.1-700, and 55.1-1200 of the Code of Virginia and to amend the Code of Virginia by adding sections numbered 55.1-708.3 and 55.1-1204.2, relating to Virginia Fair Housing Law; Virginia Residential Property Disclosure Act; Virginia Residential Landlord and Tenant Act; personalized algorithmic pricing disclosures; prohibitions; civil penalties; civil actions.

Patron—Salim

Referred to Committee on General Laws and Technology

Be it enacted by the General Assembly of Virginia:

1. That §§ 36-96.1:1, 36-96.3, 55.1-700, and 55.1-1200 of the Code of Virginia are amended and reenacted and that the Code of Virginia is amended by adding sections numbered 55.1-708.3 and 55.1-1204.2 as follows:

§ 36-96.1:1. Definitions.

For the purposes of this chapter, unless the context requires a different meaning:

"Aggrieved person" means any person who (i) claims to have been injured by a discriminatory housing practice or (ii) believes that such person will be injured by a discriminatory housing practice that is about to occur.

"Assistance animal" means an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance animals perform many disability-related functions, including guiding individuals who are blind or have low vision, alerting individuals who are deaf or hard of hearing to sounds, providing protection or rescue assistance, pulling a wheelchair, fetching items, alerting persons to impending seizures, or providing emotional support to persons with disabilities who have a disability-related need for such support. An assistance animal is not required to be individually trained or certified. While dogs are the most common type of assistance animal, other animals can also be assistance animals. An assistance animal is not a pet.

"Complainant" means a person, including the Fair Housing Board, who files a complaint under § 36-96.9.

"Conciliation" means the attempted resolution of issues raised by a complainant, or by the investigation of such complaint, through informal negotiations involving the aggrieved person, the respondent, their respective authorized representatives and the Fair Housing Board.

"Conciliation agreement" means a written agreement setting forth the resolution of the issues in conciliation.

"Disability" means, with respect to a person, (i) a physical or mental impairment that substantially limits one or more of such person's major life activities; (ii) a record of having such an impairment; or (iii) being regarded as having such an impairment. The term does not include current, illegal use of or addiction to a controlled substance as defined in Virginia or federal law.

"Discriminatory housing practices" means an act that is unlawful under § 36-96.3, 36-96.4, 36-96.5, or 36-96.6.

"Dwelling" means any building, structure, or portion thereof that is occupied as, or designated or intended for occupancy as, a residence by one or more families, and any vacant land that is offered for sale or lease for the construction or location thereon of any such building, structure, or portion thereof.

"Elderliness" means an individual who has attained his fifty-fifth birthday.

"Familial status" means one or more individuals who have not attained the age of 18 years being domiciled with (i) a parent or other person having legal custody of such individual or individuals or (ii) the designee of such parent or other person having custody with the written permission of such parent or other person. The term "familial status" also includes any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of 18 years. For purposes of this section, "in the process of securing legal custody" means having filed an appropriate petition to obtain legal custody of such minor in a court of competent jurisdiction.

"Family" includes a single individual, whether male or female.

"Lending institution" includes any bank, savings institution, credit union, insurance company or mortgage lender.

"Major life activities" includes any the following functions: caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.

"Military status" means status as (i) a member of the uniformed forces, as defined in 10 U.S.C. §

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101(a)(5), of the United States or a reserve component thereof named under 10 U.S.C. § 10101, (ii) a veteran as defined in 38 U.S.C. § 101(2), or (iii) a dependent as defined in 50 U.S.C. § 3911(4) except that the support provided by the service member to the individual shall have been provided 180 days immediately preceding an alleged action that if proven true would constitute unlawful discrimination under this section instead of 180 days immediately preceding an application for relief under 50 U.S.C. Chapter 50.

"Person" means one or more individuals, whether male or female, corporations, partnerships, associations, labor organizations, fair housing organizations, civil rights organizations, organizations, governmental entities, legal representatives, mutual companies, joint stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers and fiduciaries.

"Physical or mental impairment" includes any of the following: (i) any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; or endocrine or (ii) any mental or psychological disorder, such as an intellectual or developmental disability, organic brain syndrome, emotional or mental illness, or specific learning disability. "Physical or mental impairment" includes such diseases and conditions as orthopedic, visual, speech, and hearing impairments; cerebral palsy; autism; epilepsy; muscular dystrophy; multiple sclerosis; cancer; heart disease; diabetes; human immunodeficiency virus infection; intellectual and developmental disabilities; emotional illness; drug addiction other than addiction caused by current, illegal use of a controlled substance; and alcoholism.

"Protected class data" means information about a person or group of people that directly, in combination, or by implication identifies a characteristic that is legally protected from discrimination under state or federal law, including race, color, religion, national origin, sex, elderliness, source of funds, familial status, sexual orientation, gender identity, or military status.

"Religion" includes any outward expression of religious faith, including adherence to religious dressing and grooming practices and the carrying or display of religious items or symbols.

"Respondent" means any person or other entity alleged to have violated the provisions of this chapter, as stated in a complaint filed under the provisions of this chapter and any other person joined pursuant to the provisions of § 36-96.9.

"Restrictive covenant" means any specification in any instrument affecting title to real property that purports to limit the use, occupancy, transfer, rental, or lease of any dwelling because of race, color, religion, national origin, sex, elderliness, familial status, sexual orientation, gender identity, military status, or disability.

"Source of funds" means any source that lawfully provides funds to or on behalf of a renter or buyer of housing, including any assistance, benefit, or subsidy program, whether such program is administered by a governmental or nongovernmental entity.

"To rent" means to lease, to sublease, to let, or otherwise to grant for consideration the right to occupy premises not owned by the occupant.

§ 36-96.3. Unlawful discriminatory housing practices.

A. It shall be an unlawful discriminatory housing practice for any person to:

1. Refuse to sell or rent after the making of a bona fide offer or refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, color, religion, national origin, sex, elderliness, source of funds, familial status, sexual orientation, gender identity, or military status;

2. Discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in the connection therewith to any person because of race, color, religion, national origin, sex, elderliness, source of funds, familial status, sexual orientation, gender identity, or military status;

3. Make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination or an intention to make any such preference, limitation, or discrimination on the basis of race, color, religion, national origin, sex, elderliness, familial status, source of funds, sexual orientation, gender identity, military status, or disability. The use of words or symbols associated with a particular religion, national origin, sex, or race shall be prima facie evidence of an illegal preference under this chapter that shall not be overcome by a general disclaimer. However, reference alone to places of worship, including churches, synagogues, temples, or mosques, in any such notice, statement, or advertisement shall not be prima facie evidence of an illegal preference;

4. Represent to any person because of race, color, religion, national origin, sex, elderliness, familial status, source of funds, sexual orientation, gender identity, military status, or disability that any dwelling is not available for inspection, sale, or rental when such dwelling is in fact so available;

5. Deny any person access to membership in or participation in any multiple listing service, real estate brokers' organization, or other service, organization, or facility relating to the business of selling or renting dwellings or discriminate against such person in the terms or conditions of such access, membership, or participation because of race, color, religion, national origin, sex, elderliness, familial status, source of funds,

sexual orientation, gender identity, military status, or disability;

6. Include in any transfer, sale, rental, or lease of housing any restrictive covenant that discriminates because of race, color, religion, national origin, sex, elderliness, familial status, source of funds, sexual orientation, gender identity, military status, or disability or for any person to honor or exercise, or attempt to honor or exercise, any such discriminatory covenant pertaining to housing;

7. Induce or attempt to induce to sell or rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of a person or persons of a particular race, color, religion, national origin, sex, elderliness, familial status, source of funds, sexual orientation, gender identity, military status, or disability;

8. Refuse to sell or rent, or refuse to negotiate for the sale or rental of, or otherwise discriminate or make unavailable or deny a dwelling because of a disability of (i) the buyer or renter; (ii) a person residing in or intending to reside in that dwelling after it is so sold, rented, or made available; or (iii) any person associated with the buyer or renter; ~~or~~

9. Discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith because of a disability of (i) that person; (ii) a person residing in or intending to reside in that dwelling after it was so sold, rented, or made available; or (iii) any person associated with that buyer or renter; *or*

10. Use protected class data to set a price for, offer, market, or advertise the sale or rental of a dwelling if (i) the use of such data has the effect of withholding or denying any of the accommodations, advantages, or privileges accorded to other persons or groups or (ii) the price for such dwelling is different from the price offered to other persons or groups based in whole or in part on the use of protected class data.

B. For the purposes of this section, discrimination includes (i) a refusal to permit, at the expense of the disabled person, reasonable modifications of existing premises occupied or to be occupied by any person if such modifications may be necessary to afford such person full enjoyment of the premises; except that, in the case of a rental, the landlord may, where it is reasonable to do so, condition permission for a modification on the renter's agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted; (ii) a refusal to make reasonable accommodations in rules, practices, policies, or services when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling; or (iii) in connection with the design and construction of covered multi-family dwellings for first occupancy after March 13, 1991, a failure to design and construct dwellings in such a manner that:

1. The public use and common use areas of the dwellings are readily accessible to and usable by disabled persons;

2. All the doors designed to allow passage into and within all premises are sufficiently wide to allow passage by disabled persons in wheelchairs; and

3. All premises within covered multi-family dwelling units contain an accessible route into and through the dwelling; light switches, electrical outlets, thermostats, and other environmental controls are in accessible locations; there are reinforcements in the bathroom walls to allow later installation of grab bars; and there are usable kitchens and bathrooms such that an individual in a wheelchair can maneuver about the space. As used in this subdivision, the term "covered multi-family dwellings" means buildings consisting of four or more units if such buildings have one or more elevators and ground floor units in other buildings consisting of four or more units.

C. It shall be an unlawful discriminatory housing practice for any political jurisdiction or its employees or appointed commissions to discriminate in the application of local land use ordinances or guidelines, or in the permitting of housing developments, (i) on the basis of race, color, religion, national origin, sex, elderliness, familial status, source of funds, sexual orientation, gender identity, military status, or disability; (ii) because the housing development contains or is expected to contain affordable housing units occupied or intended for occupancy by families or individuals with incomes at or below 80 percent of the median income of the area where the housing development is located or is proposed to be located; or (iii) by prohibiting or imposing conditions upon the rental or sale of dwelling units, provided that the provisions of this subsection shall not be construed to prohibit ordinances related to short-term rentals as defined in § 15.2-983. It shall not be a violation of this chapter if land use decisions or decisions relating to the permitting of housing developments are based upon considerations of limiting high concentrations of affordable housing.

D. Compliance with the appropriate requirements of the American National Standards for Building and Facilities (commonly cited as "ANSI A117.1") or with any other standards adopted as part of regulations promulgated by HUD providing accessibility and usability for physically disabled people shall be deemed to satisfy the requirements of subdivision B 3.

E. Nothing in this chapter shall be construed to invalidate or limit any Virginia law or regulation that requires dwellings to be designed and constructed in a manner that affords disabled persons greater access than is required by this chapter.

§ 55.1-700. Definitions.

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

183 *"Algorithm" means a computational process that uses a set of rules to define a sequence of operations.*

184 *"Dynamic pricing" means pricing that fluctuates dependent on conditions where models retrain or*
185 *recalibrate on information in near real-time, excluding promotional pricing efforts, loyalty program benefits,*
186 *or other temporary discounts or changes to pricing related to retention of existing customers.*

187 *"Electronic delivery," for purposes of delivery of the disclosures required by this chapter, means sending*
188 *the required disclosures via the Internet, provided that the sender retains sufficient proof of the electronic*
189 *delivery, which may be an electronic receipt of delivery, a confirmation that the notice was sent by facsimile,*
190 *or a certificate of service prepared by the sender confirming the electronic delivery.*

191 *"Notification" means a statement acknowledging that the purchaser has been advised of any disclosures*
192 *required by this chapter on the Real Estate Board's website or delivery of any such disclosures to the*
193 *purchaser.*

194 *"Personal data" means any information that is linked or reasonably linkable to an identified or*
195 *identifiable natural person. "Personal data" does not include de-identified data or publicly available*
196 *information, provided that the owner of a residential real property does not attempt to re-identify such data*
197 *or use it to target individuals based on protected class data.*

198 *"Personalized algorithmic pricing" means dynamic pricing derived from or set by an algorithm that uses*
199 *personal data that may vary among prospective tenants or populations of prospective tenants.*

200 *"Protected class data" means information about a person or group of people that directly, in combination,*
201 *or by implication identifies a characteristic that is legally protected from discrimination under state or*
202 *federal law, including race, color, religion, national origin, sex, elderliness, source of funds, familial status,*
203 *sexual orientation, gender identity, or military status.*

204 *"Ratification" means the full execution of a real estate purchase contract by all parties.*

205 *"Real estate contract" means a contract for the sale, exchange, or lease with the option to buy of*
206 *residential real estate subject to this chapter.*

207 **§ 55.1-708.3. Personalized algorithmic pricing disclosure; civil penalty; civil action.**

208 *A. Any owner of a residential real property located in the Commonwealth who knowingly advertises,*
209 *promotes, labels, or publishes a statement, display, image, offer, or announcement, whether digital or*
210 *physical, of personalized algorithmic pricing using personal data for any residential real property shall*
211 *include with such statement, display, image, offer, or announcement a clear and conspicuous disclosure that*
212 *states: THIS PRICE WAS SET BY AN ALGORITHM USING YOUR PERSONAL DATA.*

213 *B. If an owner of a residential real property located in the Commonwealth violates this section, the*
214 *Attorney General may initiate an action in the name of the Commonwealth and may seek an injunction to*
215 *restrain any violations of this section and a civil penalty of up to \$1,000 for each violation under this section.*

216 *C. Any individual who is injured by a violation of this section may bring a civil action to recover actual*
217 *damages or statutory damages of \$1,000, whichever is greater, and reasonable attorney fees.*

218 **§ 55.1-1200. Definitions.**

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

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

223 *"Algorithm" means a computational process that uses a set of rules to define a sequence of operations.*

224 *"Algorithmic device" means any machine, device, computer program, or computer software that on its*
225 *own or with human assistance performs a coordinating function.*

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

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

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

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

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

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

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

244 *1. Is not sponsored by a for-profit organization;*

2. Acquires parcels of land, held in perpetuity, primarily for conveyance under long-term ground leases;
 3. Transfers ownership of any structural improvements located on such leased parcels to the tenant; and
 4. Retains a preemptive option to purchase any such structural improvement at a price determined by formula that is designed to ensure that the improvement remains affordable to low-income and moderate-income families in perpetuity.

"Coordinating function" means performing all of the following subfunctions, provided that a product used for the purpose of establishing rent or income limits in accordance with local, state, or federal law shall not be considered to be performing a coordinating function, nor shall the use of data that is available to the general public without a proprietary subscription:

1. Collecting historical or contemporaneous prices, supply levels, or rental agreement termination and renewal dates of dwelling units from two or more landlords, provided that at least two such landlords are not wholly owned subsidiaries of the same parent entity or otherwise owned or managed by the same landlord;

2. Analyzing or processing the information described in subdivision 1 using a system, software, or a process that uses computation, including by using information to train an algorithm; and

3. Recommending rent prices, rental agreement renewal terms, ideal occupancy levels, or other rental agreement terms and conditions to a landlord.

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

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

"Dynamic pricing" means pricing that fluctuates dependent on conditions where models retrain or recalibrate on information in near real-time, excluding promotional pricing efforts, loyalty program benefits, or other temporary discounts or changes to pricing related to retention of existing tenants.

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

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

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

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

"Guest or invitee" means a person, other than the tenant or an authorized occupant, who has the permission of the tenant to visit but not to occupy the premises.

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

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

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

"Mold remediation in accordance with professional standards" means mold remediation of that portion of the dwelling unit or premises affected by mold, or any personal property of the tenant affected by mold, performed consistent with guidance documents published by the U.S. Environmental Protection Agency, the U.S. Department of Housing and Urban Development, or the American Conference of Governmental Industrial Hygienists (Bioaerosols: Assessment and Control); Standard and Reference Guides of the Institute of Inspection, Cleaning and Restoration Certification (IICRC) for Professional Water Damage Restoration and Professional Mold Remediation; or any protocol for mold remediation prepared by an industrial hygienist consistent with such guidance documents.

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

"Multiple listing service" means a service available on equal terms to subscribers of such service that lists dwelling units for rent but does not set, recommend, or provide nonpublic competitor data relating to rent or other commercial terms associated with the use and occupancy of a dwelling unit and premises.

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

"Notice" means notice given in writing by either regular mail or hand delivery, with the sender retaining sufficient proof of having given such notice in the form of a certificate of service confirming such mailing prepared by the sender. However, a person shall be deemed to have notice of a fact if he has actual knowledge of it, he has received a verbal notice of it, or, from all of the facts and circumstances known to

307 him at the time in question, he has reason to know it exists. A person "notifies" or "gives" a notice or
308 notification to another by taking steps reasonably calculated to inform another person, whether or not the
309 other person actually comes to know of it. If notice is given that is not in writing, the person giving the notice
310 has the burden of proof to show that the notice was given to the recipient of the notice.

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

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

316 1. All or part of the legal title to the property; or

317 2. All or part of the beneficial ownership and a right to present use and enjoyment of the premises.

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

320 "*Personal data*" means any information that is linked or reasonably linkable to an identified or
321 identifiable natural person. "*Personal data*" does not include de-identified data or publicly available
322 information, provided that the owner of a residential real property does not attempt to re-identify such data
323 or use it to target individuals based on protected class data.

324 "*Personalized algorithmic pricing*" means dynamic pricing derived from or set by an algorithm that uses
325 personal data that may vary among prospective tenants or populations of prospective tenants.

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

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

333 "*Protected class data*" means information about an individual person or group of people that directly, in
334 combination, or by implication identifies a characteristic that is legally protected from discrimination under
335 state or federal law, including race, color, religion, national origin, sex, elderliness, source of funds, familial
336 status, sexual orientation, gender identity, or military status.

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

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

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

345 "Rental application" means the written application or similar document used by a landlord to determine if
346 a prospective tenant is qualified to become a tenant of a dwelling unit.

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

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

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

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

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

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

367 "Tenant" means a person entitled only under the terms of a rental agreement to occupy a dwelling unit to
368 the exclusion of others and includes a roomer. "Tenant" does not include (i) an authorized occupant, (ii) a

guest or invitee, or (iii) any person who guarantees or cosigns the payment of the financial obligations of a rental agreement but has no right to occupy a dwelling unit.

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

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

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

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

§ 55.1-1204.2. Personalized algorithmic pricing disclosure; prohibitions; civil penalty; civil action.

A. Any landlord or multiple listing service that knowingly advertises, promotes, labels, or publishes a statement, display, image, offer, or announcement, whether digital or physical, of personalized algorithmic pricing using personal data for any dwelling unit shall include with such statement, display, image, offer, or announcement a clear and conspicuous disclosure that states: THIS PRICE WAS SET BY AN ALGORITHM USING YOUR PERSONAL DATA.

B. No landlord or multiple listing service shall use protected class data to set a rent price for, offer, market, or advertise a dwelling unit if (i) the use of such data has the effect of withholding or denying any of the accommodations, advantages, or privileges accorded to other prospective tenants or groups or (ii) the price for such dwelling unit is different from the price offered to other prospective tenants or groups based in whole or in part on the use of protected class data. However, the use of protected class data for the sole purpose of conducting a noncommercial internal audit to identify and mitigate algorithmic bias shall not constitute a violation of this section.

C. No landlord shall knowingly or with reckless disregard facilitate an agreement between or among two or more landlords to not compete with respect to any dwelling unit, including by operating or licensing software, a data analytics service, or an algorithmic device that performs a coordinating function on behalf of or between and among such landlords. This subsection shall not apply to a landlord who is a natural person who owns or leases no more than four dwelling units in the Commonwealth.

D. No landlord or multiple listing service shall set or adjust rent prices, rental agreement terms, occupancy levels, or other rental agreement terms and conditions in one or more of his dwelling units based on recommendations from software, a data analytics service, or an algorithmic device performing a coordinating function.

E. If a landlord or multiple listing service violates this section, the Attorney General may initiate an action in the name of the Commonwealth and may seek an injunction to restrain any violations of this section and a civil penalty of up to \$1,000 for each violation under this section.

F. Any individual who is injured by a violation of this section may bring a civil action to recover actual damages or statutory damages of \$1,000, whichever is greater, and reasonable attorney fees.