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HOUSE BILL NO. 1361

Offered January 20, 2026

A BILL to amend and reenact §§ 8.01-126 and 55.1-1202 of the Code of Virginia, relating to Virginia Residential Landlord and Tenant Act; civil action for unlawful detainer; termination notice.

Patrons—Maldonado, Cousins, Price and Tran

Referred to Committee for Courts of Justice

Be it enacted by the General Assembly of Virginia:

1. That §§ 8.01-126 and 55.1-1202 of the Code of Virginia are amended and reenacted as follows:

§ 8.01-126. Summons for unlawful detainer issued by magistrate or clerk or judge of a general district court.

A. For the purposes of this section, "termination notice" means a notice given under § 55.1-1245 or other notice of termination of tenancy given by the landlord to the tenant of a dwelling unit, or any notice of termination given by a landlord to a tenant of a nonresidential premises.

B. In any case when possession of any house, land, or tenement is unlawfully detained by the person in possession thereof, the landlord, his agent, attorney, or other person, entitled to the possession may present to a magistrate or a clerk or judge of a general district court a statement under oath of the facts which authorize the removal of the tenant or other person in possession, describing such premises; and thereupon such magistrate, clerk or judge shall issue his summons against the person or persons named in such affidavit. The process issued upon any such summons issued by a magistrate, clerk, or judge may be served as provided in § 8.01-293, 8.01-296, or 8.01-299. When issued by a magistrate it may be returned to and the case heard and determined by the judge of a general district court. If the summons for unlawful detainer is filed to terminate a tenancy pursuant to the Virginia Residential Landlord and Tenant Act (§ 55.1-1200 et seq.), the initial hearing on such summons shall occur as soon as practicable, but not more than 21 days from the date of filing. If the case cannot be heard within 21 days from the date of filing, the initial hearing shall be held as soon as practicable, but in no event later than 30 days after the date of the filing. If the plaintiff requests that the initial hearing be set on a date later than 21 days from the date of filing, the initial hearing shall be set on a date the plaintiff is available that is also available for the court. Such summons shall be served at least 10 days before the return day thereof. If a summons for unlawful detainer is filed by an owner of a residential single family dwelling unit in the Commonwealth and the court finds based upon the evidence that (i) no rental agreement exists or has ever existed between the owner and the occupant; (ii) the occupant occupies such dwelling unit without permission of such owner; and (iii) the owner has given such occupant a written notice to vacate such dwelling unit at least 72 hours prior to the date of filing, an emergency hearing on such summons shall occur as soon as practicable, but not more than 14 days from the date of filing. If the case cannot be heard within 14 days from the date of filing, the emergency hearing shall be held as soon as practicable, but in no event later than 30 days after the date of the filing.

C. Any summons issued pursuant to the provisions of this section shall contain a notice to the tenant that, pursuant to the provisions of § 18.2-465.1, it is unlawful for his employer to discharge him from employment or take any adverse personnel action against him as a result of his absence from employment due to appearing at any initial or subsequent hearing on such summons, provided that he has given reasonable notice of such hearing to his employer.

D. The court shall not enter an order of possession or judgment in favor of the plaintiff unless the plaintiff, plaintiff's attorney, or agent has presented a copy of a proper termination notice issued to the defendant and the court has entered such notice into evidence. No landlord shall file or maintain an action for unlawful detainer against a residential tenant in a court of law for any alleged lease violation until the landlord has provided the tenant with a proper and effective termination notice.

E. Notwithstanding any rule of court or provision of law to the contrary, the plaintiff, plaintiff's attorney, or agent in an unlawful detainer case may submit into evidence a photocopy of a properly executed paper document or paper printout of an electronically stored document including a copy of the original lease or other documents, provided that the plaintiff provides an affidavit or sworn testimony that the copy of such document is a true and accurate copy of the original lease. If the defendant fails to appear in court, the plaintiff, plaintiff's attorney, or agent may introduce into evidence by an affidavit or sworn testimony a statement of the amount of outstanding rent, late charges, attorney fees, costs, and any other charges or damages as contracted for in the rental agreement that are due and owing as of the date of the hearing. The plaintiff, plaintiff's attorney, or agent shall advise the court of any payments made by or on behalf of the defendant that result in a reduction of the amount due and owing to the plaintiff.

F. 1. The plaintiff may include on the summons for unlawful detainer a request for all amounts due and

59 owing as of the date of the hearing and the approximate amount the defendant may owe as of the date of the  
 60 hearing if the defendant makes no payments prior to the date of such hearing. Notwithstanding any rule of  
 61 court or provision of law to the contrary, if such request is made on the summons for unlawful detainer, the  
 62 court shall permit amendment of the amount requested on the summons for unlawful detainer filed in court in  
 63 accordance with the evidence and the amounts contracted for in the rental agreement. If the plaintiff makes  
 64 such a request and additional amounts become due and owing prior to the final disposition of a pending  
 65 unlawful detainer, a plaintiff may amend the amount in an unlawful detainer to request all amounts due and  
 66 owing as of the date of final disposition.

67 If, however, the plaintiff has not included on the summons for unlawful detainer a request for all amounts  
 68 due and owing as of the date of the hearing, the court may permit the plaintiff to amend the amount requested  
 69 on the summons for unlawful detainer upon finding that (i) the evidence accurately sets forth the amount due  
 70 and owing to the plaintiff, (ii) the plaintiff provided the defendant with a separate written notice of additional  
 71 amounts due and owing as of the date of the hearing and of the plaintiff's intent to amend the amount  
 72 requested on the summons, and (iii) the defendant had the opportunity at court to object to any additional  
 73 amounts claimed.

74 2. If the plaintiff requests on the summons for unlawful detainer all amounts due and owing as of the date  
 75 of the hearing or if the court grants an amendment of the amounts requested on the summons for unlawful  
 76 detainer, the plaintiff shall not subsequently file additional unlawful detainers or warrants in debt against the  
 77 defendant for such additional amounts if those amounts could have been included in the amended amount.  
 78 Any such subsequent unlawful detainers or warrants in debt filed for amounts that were included in the  
 79 amended amount shall be dismissed. Nothing in this section shall preclude the plaintiff from filing an  
 80 unlawful detainer for a non-rent lease violation during the pendency of an unlawful detainer for nonpayment  
 81 of rent or from filing a warrant in debt for amounts unrelated to the unlawful detainer against the defendant.

82 3. In determining the amount due the plaintiff as of the date of the hearing, if the rental agreement or lease  
 83 provides that rent is due and payable on the first of the month in advance for the entire month, at the request  
 84 of the plaintiff or the plaintiff's attorney or agent, the amount due as of the date of the hearing shall include  
 85 the rent due for the entire month in which the hearing is held, and rent shall not be prorated as of the actual  
 86 court date. Otherwise, the rent shall be prorated as of the date of the hearing. However, nothing herein shall  
 87 be construed to permit a landlord to collect rent in excess of the amount stated in such rental agreement or  
 88 lease. If a money judgment has been granted for the amount due for the month of the hearing pursuant to this  
 89 section and the landlord re-rents such dwelling unit and receives rent from a new tenant prior to the end of  
 90 such month, the landlord is required to reflect the applicable portion of the judgment as satisfied pursuant to  
 91 § 16.1-94.01.

92 4. If, on the date of a foreclosure sale of a single-family residential dwelling unit, the former owner  
 93 remains in possession of such dwelling unit, such former owner becomes a tenant at sufferance. Such tenancy  
 94 may be terminated by a written termination notice from the successor owner given to such tenant at least  
 95 three days prior to the effective date of termination. Upon the expiration of the three-day period, the  
 96 successor owner may file an unlawful detainer under this section. Such tenant shall be responsible for  
 97 payment of fair market rental from the date of such foreclosure until the date the tenant vacates the dwelling  
 98 unit, as well as damages, and for payment of reasonable attorney fees and court costs.

99 **§ 55.1-1202. Notice.**

100 A. If the rental agreement so provides, the landlord and tenant may send notices in electronic form;  
 101 however, any tenant who so requests may elect to send and receive notices in paper form. If electronic  
 102 delivery is used, the sender shall retain sufficient proof of the electronic delivery, which may be an electronic  
 103 receipt of delivery, a confirmation that the notice was sent by facsimile, or a certificate of service prepared by  
 104 the sender confirming the electronic delivery.

105 B. In the case of the landlord, notice is served on the landlord at his place of business where the rental  
 106 agreement was made or at any place held out by the landlord as the place for receipt of the communication.

107 In the case of the tenant, notice is served at the tenant's last known place of residence, which may be the  
 108 dwelling unit.

109 C. Notice, knowledge, or a notice or notification received by an organization is effective for a particular  
 110 transaction from the time it is brought to the attention of the person conducting that transaction, or from the  
 111 time it would have been brought to his attention if the organization had exercised reasonable diligence.

112 D. No notice of termination of tenancy served upon a tenant by a public housing authority organized  
 113 under the Housing Authorities Law (§ 36-1 et seq.) shall be effective unless it contains on its first page, in  
 114 type no smaller or less legible than that otherwise used in the body of the notice, the name, address, and  
 115 telephone number of the legal aid program, if any, serving the jurisdiction in which the premises is located.

116 No notice of termination of tenancy served upon a tenant receiving tenant-based rental assistance through  
 117 (i) the Housing Choice Voucher Program, 42 U.S.C. § 1437f(o), or (ii) any other federal, state, or local  
 118 program by a private landlord shall be effective unless it contains on its first page, in type no smaller or less  
 119 legible than that otherwise used in the body of the notice, the statewide legal aid telephone number and  
 120 website address.

121 E. *No notice of termination shall be proper or effective unless it contains a written statement of charges*  
122 *and payments over the course of the tenancy or the past 12 months, whichever is shorter, and any late*  
123 *charges, attorney fees, costs, and other charges or damages as contracted for in the rental agreement that*  
124 *are due and owing.*

125 F. The landlord may, in accordance with a written agreement, delegate to a managing agent or other third  
126 party the responsibility of providing any written notice under this chapter. The landlord may also engage an  
127 attorney at law to prepare or provide any written notice under this chapter or legal process under Title 8.01.  
128 Nothing herein shall be construed to preclude use of an electronic signature as defined in § 59.1-480, or an  
129 electronic notarization as defined in § 47.1-2, in any written notice under this chapter or legal process under  
130 Title 8.01.

**INTRODUCED**

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