



59 name of such owner, lessor, or sublessor. Such managing agent shall be subject to the provisions of  
60 § 16.1-88.03. "Landlord" does not include a community land trust.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

117 "Roomer" means a person occupying a dwelling unit that lacks a major bathroom or kitchen facility, in a  
118 structure where one or more major facilities are used in common by occupants of the dwelling unit and other  
119 dwelling units. "Major facility" in the case of a bathroom means a toilet and either a bath or shower and in the

120 case of a kitchen means a refrigerator, stove, or sink.

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

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

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

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

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

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

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

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

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