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**SENATE BILL NO. 294**

## AMENDMENT IN THE NATURE OF A SUBSTITUTE

(Proposed by the Senate Committee on General Laws and Technology  
on February 4, 2026)

(Patron Prior to Substitute—Senator Aird)

*A BILL to amend and reenact §§ 8.01-126, 55.1-1202, and 55.1-1212 of the Code of Virginia, relating to Virginia Residential Landlord and Tenant Act; tenant records; submetering, energy allocation, and ratio utility billing systems.*

**Be it enacted by the General Assembly of Virginia:**

**1. That §§ 8.01-126, 55.1-1202, and 55.1-1212 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.

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 owing as of the date of the hearing and the approximate amount the defendant may owe as of the date of the hearing if the defendant makes no payments prior to the date of such hearing. Notwithstanding any rule of

60 court or provision of law to the contrary, if such request is made on the summons for unlawful detainer, the  
61 court shall permit amendment of the amount requested on the summons for unlawful detainer filed in court in  
62 accordance with the evidence and the amounts contracted for in the rental agreement. If the plaintiff makes  
63 such a request and additional amounts become due and owing prior to the final disposition of a pending  
64 unlawful detainer, a plaintiff may amend the amount in an unlawful detainer to request all amounts due and  
65 owing as of the date of final disposition.

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

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

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

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

98 **§ 55.1-1202. Notice.**

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

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

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

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

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

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

120 E. *No notice of termination of tenancy for nonpayment of rent shall be effective unless such notice  
121 contains a written statement of charges and payments over the course of the tenancy or the past 12 months,*

122 whichever is shorter, and any late charges, attorney fees, costs, and other charges or damages as contracted  
 123 for in the rental agreement that are due and owing. If the rental agreement provides for the use of  
 124 submetering equipment or energy allocation equipment, as those terms are defined in § 56-245.2, or a ratio  
 125 utility billing system as defined in § 55.1-1212, such notice shall also include debits and credits incurred by  
 126 the tenant for energy and utility bills and any additional charges permitted pursuant to subsections C and D  
 127 of § 55.1-1212.

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

134 **§ 55.1-1212. Energy submetering, energy allocation equipment, sewer and water submetering  
 135 equipment, and ratio utility billing systems; local government fees.**

136 A. As used in this section:

137 "Energy allocation equipment" means the same as that term is defined in § 56-245.2.

138 "Energy submetering equipment" has the same meaning ascribed to means the same as "submetering  
 139 equipment" is defined in § 56-245.2.

140 "Local government fees" means any local government charges or fees assessed against a residential  
 141 building, including charges or fees for stormwater, recycling, trash collection, elevator testing, fire or life  
 142 safety testing, or residential rental inspection programs.

143 "Ratio utility billing system" means a program that utilizes a mathematical formula for allocating, among  
 144 the tenants in a residential building, the actual or anticipated water, sewer, electrical, oil, or natural gas  
 145 billings billed to the residential building owner from a third-party provider of the utility service. Permitted  
 146 allocation methods may include formulas based on square footage, occupancy, number of bedrooms, or some  
 147 other specific method agreed to by the residential building owner and the tenant in the rental agreement or  
 148 lease.

149 "Residential building" means all of the individual units served through the same utility-owned meter  
 150 within a residential building that is defined in § 56-245.2 as an apartment building or house or all of the  
 151 individual dwelling units served through the same utility-owned meter within a manufactured home park as  
 152 defined in § 55.1-1300.

153 "Water and sewer submetering equipment" means equipment used to measure actual water or sewer usage  
 154 in any residential building when such equipment is not owned or controlled by the utility or other provider of  
 155 water or sewer service that provides service to the residential building.

156 B. Energy submetering equipment, energy allocation equipment, water and sewer submetering equipment,  
 157 or a ratio utility billing system may be used in a residential building if clearly stated in the rental agreement  
 158 or lease for the residential building. All energy submetering equipment and energy allocation equipment shall  
 159 meet the requirements and standards established and enforced by the State Corporation Commission pursuant  
 160 to § 56-245.3.

161 C. If energy submetering equipment, energy allocation equipment, or water and sewer submetering  
 162 equipment is used in any residential building, the owner, manager, or operator of such residential building  
 163 shall bill the tenant for electricity, oil, natural gas, or water and sewer for the same billing period as the utility  
 164 serving the residential building, unless the rental agreement or lease expressly provides otherwise. The  
 165 owner, manager, or operator of such residential building may charge and collect from the tenant additional  
 166 service charges, including monthly billing fees, account set-up fees, or account move-out fees, to cover the  
 167 actual costs of administrative expenses and billings charged to the residential building owner, manager, or  
 168 operator by a third-party provider of such services, provided that such charges are agreed to by the residential  
 169 building owner and the tenant in the rental agreement or lease. The residential building owner may require  
 170 the tenant to pay a late charge of up to \$5 if the tenant fails to make payment when due, which shall not be  
 171 less than 15 days following the date of mailing or delivery of the bill sent pursuant to this section.

172 D. If a ratio utility billing system is used in any residential building, in lieu of increasing the rent, the  
 173 owner, manager, or operator of such residential building may employ such a program that utilizes a  
 174 mathematical formula for allocating, among the tenants in a residential building, the actual or anticipated  
 175 water, sewer, electrical, oil, or natural gas billings billed to the residential building owner from a third-party  
 176 provider of the utility service. The owner, manager, or operator of the residential building may charge and  
 177 collect from the tenant additional service charges, including monthly billing fees, account set-up fees, or  
 178 account move-out fees, to cover the actual costs of administrative expenses and billings charged to the  
 179 residential building owner, manager, or operator by a third-party provider of such services, provided that such  
 180 charges are agreed to by the residential building owner and the tenant in the rental agreement or lease. The  
 181 residential building owner may require the tenant to pay a late charge of up to \$5 if the tenant fails to make  
 182 payment when due, which shall not be less than 15 days following the date of mailing or delivery of the bill  
 183 sent pursuant to this section. The late charge shall be deemed rent (i) as defined in § 55.1-1200 if a ratio

184 utility billing system is used in a residential multifamily dwelling unit subject to this chapter or (ii) as defined  
185 in § 55.1-1300 if a ratio utility billing system is used in a manufactured home park subject to the  
186 Manufactured Home Lot Rental Act (§ 55.1-1300 et seq.).

187 E. Energy allocation equipment shall be tested periodically by the owner, manager, or operator of the  
188 residential building. Upon the request by a tenant, the owner shall test the energy allocation equipment  
189 without charge. The test conducted without charge to the tenant shall not be conducted more frequently than  
190 once in a 24-month period for the same tenant. The tenant or his designated representative may be present  
191 during the testing of the energy allocation equipment. A written report of the results of the test shall be made  
192 to the tenant within 10 working days after the completion of the test.

193 F. The owner of any residential building shall maintain adequate records regarding energy submetering  
194 equipment, energy allocation equipment, water and sewer submetering equipment, or a ratio utility billing  
195 system. *Such records shall include a description of how tenant monthly energy and utility billing fees are  
196 calculated and a history of billing fee payments for each tenant over the duration of the tenancy or the past  
197 12 months, whichever is shorter.* A tenant may inspect and copy the records for the leased premises during  
198 reasonable business hours at a convenient location within or serving the residential building. ~~The owner of  
199 the residential building may impose and collect a reasonable charge for copying documents, reflecting the  
200 actual costs of materials and labor for copying, prior to providing copies of the records to the tenant.~~

201 G. Notwithstanding any enforcement action undertaken by the State Corporation Commission pursuant to  
202 its authority under § 56-245.3, tenants and owners shall retain any private right of action resulting from any  
203 breach of the rental agreement or lease terms required by this section or § 56-245.3, if applicable, to the same  
204 extent as such actions may be maintained for breach of other terms of the rental agreement or lease under this  
205 chapter, if applicable. The use of energy submetering equipment, energy allocation equipment, water and  
206 sewer submetering equipment, or a ratio utility billing system is not within the jurisdiction of the Department  
207 of Agriculture and Consumer Services under Chapter 56 (§ 3.2-5600 et seq.) of Title 3.2.

208 H. In lieu of increasing the rent, the owner, manager, or operator of a residential building may employ a  
209 program that utilizes a mathematical formula for allocating the actual or anticipated local government fees  
210 billed to the residential building owner among the tenants in such residential building if clearly stated in the  
211 rental agreement or lease. Permitted allocation methods may include formulas based upon square footage,  
212 occupancy, number of bedrooms, or some other specific method agreed to by the residential building owner  
213 and the tenant in the rental agreement or lease. Such owner, manager, or operator of a residential building  
214 may also charge and collect from each tenant additional service charges, including monthly billing fees,  
215 account set-up fees, or account move-out fees, to cover the actual costs of administrative expenses for  
216 administration of such a program. If the building is residential and is subject to (i) this chapter, such local  
217 government fees and administrative expenses shall be deemed to be rent as defined in § 55.1-1200 or (ii) the  
218 Manufactured Home Lot Rental Act (§ 55.1-1300 et seq.), such local government fees and administrative  
219 expenses shall be deemed to be rent as defined in § 55.1-1300.

220 I. Nothing in this section shall be construed to prohibit an owner, manager, or operator of a residential  
221 building from including water, sewer, electrical, natural gas, oil, or other utilities in the amount of rent as  
222 specified in the rental agreement or lease.