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HOUSE BILL NO. 1415
AMENDMENT IN THE NATURE OF A SUBSTITUTE
(Proposed by the House Committee on General Laws
on _____)
(Patron Prior to Substitute—Delegate Schmidt)

A BILL to amend and reenact § 55.1-1203 of the Code of Virginia and to amend the Code of Virginia by adding in Title 36 a chapter numbered 13, consisting of a section numbered 36-176, relating to public funding for multifamily residential housing; common household pets; Virginia Residential Landlord and Tenant Act.

Be it enacted by the General Assembly of Virginia:

1. That § 55.1-1203 of the Code of Virginia is amended and reenacted and that the Code of Virginia is amended by adding in Title 36 a chapter numbered 13, consisting of a section numbered 36-176, as follows:

CHAPTER 13.

COMMON HOUSEHOLD PETS.

§ 36-176. Public funding for multifamily residential housing.

A. As used in this section:

"Common household pet" means a domesticated animal including any (i) dog, (ii) cat, (iii) bird, (iv) rodent including a rabbit, (v) fish, or (vi) turtle that is traditionally kept in the home for pleasure rather than for commercial purposes. "Common household pet" does not include any reptile that is not a turtle.

"Multifamily residential housing" means the same as that term is defined in § 36-55.26. "Multifamily residential housing" does not include medical and related facilities for the residence and care of the aged.

B. Any public funds for multifamily residential housing development invested pursuant to this title shall, as a condition of such investment, require the housing development to allow any occupant to own or otherwise maintain at least one common household pet within the occupant's dwelling unit. Such housing development may establish policies relating to the health, safety, and general welfare of occupants, provided that no such policy shall result in a ban on an occupant's ability to maintain at least one common household pet within the occupant's dwelling unit. No such policy may restrict the keeping of a common household pet based on such pet's breed or mix of breeds or establish a weight limit of less than 65 pounds per animal.

C. Nothing in this section shall be construed to limit or otherwise affect applicable state or local law or ordinance related to public health, animal control, animal cruelty, or reasonable accommodations.

§ 55.1-1203. Application; deposit, fee, and additional information.

33 A. Any landlord may require a refundable application deposit in addition to a nonrefundable application
34 fee. If the applicant fails to rent the unit for which application was made, from the application deposit the
35 landlord shall refund to the applicant within 20 days after the applicant's failure to rent the unit or the
36 landlord's rejection of the application all sums in excess of the landlord's actual expenses and damages
37 together with an itemized list of such expenses and damages. If, however, the application deposit was made
38 by cash, certified check, cashier's check, or postal money order, such refund shall be made within 10 days of
39 the applicant's failure to rent the unit if the failure to rent is due to the landlord's rejection of the application.
40 If the landlord fails to comply with this section, the applicant may recover as damages suffered by him that
41 portion of the application deposit wrongfully withheld and reasonable attorney fees.

42 B. A landlord may request that a prospective tenant provide information that will enable the landlord to
43 determine whether each applicant may become a tenant. The landlord may photocopy each applicant's driver's
44 license or other similar photo identification, containing either the applicant's social security number or control
45 number issued by the Department of Motor Vehicles pursuant to § 46.2-342. However, a landlord shall not
46 photocopy a U.S. government-issued identification so long as to do so is a violation of 18 U.S.C. § 701. The
47 landlord may require, for the purpose of determining whether each applicant is eligible to become a tenant in
48 the landlord's dwelling unit, that each applicant provide a social security number issued by the U.S. Social
49 Security Administration or an individual taxpayer identification number issued by the U.S. Internal Revenue
50 Service.

51 C. An application fee shall not exceed \$50, exclusive of any actual out-of-pocket expenses paid by the
52 landlord to a third party performing background, credit, or other pre-occupancy checks on the applicant.
53 However, where an application is being made for a dwelling unit that is a public housing unit or other
54 housing unit subject to regulation by the U.S. Department of Housing and Urban Development, an
55 application fee shall not exceed \$32, exclusive of any actual out-of-pocket expenses paid to a third party by
56 the landlord performing background, credit, or other pre-occupancy checks on the applicant.

57 D. A landlord shall consider evidence of an applicant's status as a victim of family abuse, as defined in
58 § 16.1-228, to mitigate any adverse effect of an otherwise qualified applicant's low credit score. In order to
59 establish the applicant's status as a victim of family abuse, an applicant may submit to the landlord (i) a letter
60 from a sexual and domestic violence program, a housing counselor certified by the U.S. Department of
61 Housing and Urban Development, or an attorney representing the applicant; (ii) a law-enforcement incident
62 report; or (iii) a court order. If a landlord does not comply with this section, the applicant may recover actual

63 damages, including all amounts paid to the landlord as an application fee, application deposit, or
64 reimbursement for any of the landlord's out-of-pocket expenses that were charged to the prospective tenant,
65 along with attorney fees.

66 *E. A landlord shall provide a disclosure with any application containing a written copy of any terms and*
67 *conditions of the rental agreement regarding an applicant's ability to own or otherwise maintain a common*
68 *household pet within the dwelling unit. Such disclosure shall include any (i) restrictions based on animal*
69 *species or breed; (ii) restrictions based on animal weight; (iii) additional fees or deposits associated with*
70 *owning or maintaining a common household pet and whether such fees are refundable; (iv) vaccination*
71 *requirements; (v) liability insurance requirements; and (vi) additional conditions relating to owning or*
72 *maintaining a common household pet in the dwelling unit. If such landlord maintains a website regarding the*
73 *property, such terms and conditions shall additionally be published to such website. For the purpose of this*
74 *subsection, "common household pet" means a domesticated animal including any (i) dog, (ii) cat, (iii) bird,*
75 *(iv) rodent including a rabbit, (v) fish, or (vi) turtle that is traditionally kept in the home for pleasure rather*
76 *than for commercial purposes. "Common household pet" does not include any reptile that is not a turtle.*
77 *Nothing in this subsection shall be construed to limit or otherwise affect applicable state or local law or*
78 *ordinance related to public health, animal control, animal cruelty, or reasonable accommodations.*