

## 1 VIRGINIA ACTS OF ASSEMBLY — CHAPTER

2 *An Act to amend and reenact §§ 55.1-1258 and 55.1-1314 of the Code of Virginia, relating to Virginia*  
 3 *Residential Landlord and Tenant Act; Manufactured Home Lot Rental Act; retaliatory conduct*  
 4 *prohibited.*

5 [H 329]

6 Approved

7 **Be it enacted by the General Assembly of Virginia:**8 **1. That §§ 55.1-1258 and 55.1-1314 of the Code of Virginia are amended and reenacted as follows:**9 **§ 55.1-1258. Retaliatory conduct prohibited.**

10 A. Except as provided in this section or as otherwise provided by law, a landlord ~~may~~ shall not retaliate  
 11 ~~by increasing rent or decreasing services or by bringing or threatening to bring an~~ *against a tenant by taking*  
 12 *any action for possession or by causing a termination of the rental agreement pursuant to § 55.1-1253 or*  
 13 *55.1-1410 after he has knowledge that* ~~(i) set forth in subsection B after such landlord has actual knowledge~~  
 14 *that the tenant has complained* ~~(i) made a complaint to a governmental agency charged with responsibility~~  
 15 *responsible for the enforcement of a building or housing code of a violation applicable to the premises that*  
 16 *materially affecting affects the tenant's health or safety;* ~~(ii) the tenant has made a complaint to or filed an~~  
 17 *action against the landlord for a violation of any member of a news or media outlet regarding noncompliance*  
 18 *with the rental agreement or the provisions of this chapter;* ~~(iii) made a written complaint to or filed an~~  
 19 *action against the landlord for a violation of the rental agreement, any provision of this chapter, (iii) the*  
 20 *tenant has the Virginia Fair Housing Law (§ 36-96.1 et seq.), or the federal Fair Housing Act of 1968 (42*  
 21 *U.S.C. § 3601 et seq.);* ~~(iv) organized or, become a member of, or participated in lawful activities pertaining~~  
 22 *to a tenant's tenants' organization;* ~~or (iv) the tenant has~~ ~~(v) testified in a court or administrative proceeding~~  
 23 *against the landlord. However, the provisions of this subsection shall not be construed to prevent the landlord*  
 24 *from increasing rent to that which is charged for similar market rentals nor decreasing services that apply*  
 25 *equally to all tenants.*

26 B. ~~If the landlord acts in violation of this section, the tenant is entitled to the applicable remedies provided~~  
 27 ~~for in this chapter, including recovery of actual damages, and may assert such retaliation as a defense in any~~  
 28 ~~action against him for possession. The burden of proving retaliatory intent shall be on the tenant. If a landlord~~  
 29 ~~has knowledge that a tenant has taken any action set forth in subsection A, the landlord shall be prohibited~~  
 30 ~~from taking any retaliatory action against the tenant, including (i) increasing the tenant's rental amount or~~  
 31 ~~amount of fees; (ii) selectively decreasing services, selectively enforcing a rule or imposing a different rule~~  
 32 ~~on the tenant, or otherwise materially altering the terms of the rental agreement without the tenant's consent;~~  
 33 ~~(iii) threatening, harassing, or coercing the tenant; (iv) bringing an action or threatening to bring an action~~  
 34 ~~for possession against the tenant; (v) terminating the tenant's rental agreement pursuant to § 55.1-1253 or~~  
 35 ~~55.1-1410; or (vi) refusing to renew a tenancy where the tenant is receiving tenant-based rental assistance~~  
 36 ~~through the federal Housing Choice Voucher Program (42 U.S.C. § 1437f(o)) or any other federal, state, or~~  
 37 ~~local program. However, the provisions of this subsection shall not be construed to prevent the landlord from~~  
 38 ~~increasing rent to that which is charged for similar market rentals.~~

39 C. Notwithstanding subsections A and B, a landlord *shall not be liable for retaliation under this section*  
 40 *and may terminate the rental agreement pursuant to § 55.1-1253 or 55.1-1410 and bring an action for*  
 41 *possession if:*

42 1. ~~Violation~~ *A violation of the applicable building or housing code was caused primarily by lack of*  
 43 *reasonable care by the tenant, an authorized occupant, or a guest or invitee of the tenant;*

44 2. *The tenant is in default in rent at the time an unlawful detainer action for possession is filed;*

45 3. *Compliance with the applicable building or housing code requires alteration, remodeling, or demolition*  
 46 *that would effectively deprive the tenant of use of the dwelling unit; or*

47 4. *The tenant is in default of a provision of the rental agreement materially affecting the health and safety*  
 48 *of himself or others;*

49 5. *Notice to terminate pursuant to § 55.1-1253 or 55.1-1410 was given to the tenant before the tenant*  
 50 *engaged in an act set forth in subsection A;*

51 6. *The landlord increases rent or fees pursuant to the terms of the rental agreement;*

52 7. *The landlord decreases services for, or imposes a rule change that applies equally to, all tenants;*

53 8. *Notice to terminate for material noncompliance with the rental agreement was given to the tenant*  
 54 *before the tenant engaged in an act set forth in subsection A; or*

55 9. *The landlord fails to renew a tenancy for good cause where the tenant is receiving rent-based rental*  
 56 *assistance through the federal Housing Choice Voucher Program (42 U.S.C. § 1437f(o)), or any other*

ENROLLED

HB329ER

57 *federal, state, or local program.*

58 The maintenance of the action provided in this section does not release the landlord from liability under  
59 § 55.1-1226.

60 D. The landlord may also terminate the rental agreement pursuant to § 55.1-1253 or 55.1-1410 for any  
61 other reason not prohibited by law unless the court finds that the reason for the termination was retaliation. *If*  
62 *the landlord acts in violation of this section, the tenant is entitled to the applicable remedies provided for in*  
63 *this chapter, including recovery of actual damages, and may assert such retaliation as a defense in any*  
64 *action against him for possession.*

65 **§ 55.1-1314. Retaliatory conduct prohibited.**

66 A. Except as provided in this section, or as otherwise provided by law, a landlord shall not retaliate ~~by~~  
67 ~~selectively increasing rent or decreasing services or by bringing or threatening to bring an~~ *against a tenant by*  
68 *taking any action for possession after the landlord has knowledge that (i) set forth in subsection B after the*  
69 *landlord has knowledge that the tenant has complained (i) made a complaint to a governmental agency*  
70 ~~charged with responsibility~~ *responsible for the enforcement of a building or housing code of a violation*  
71 *applicable to the premises that materially affecting affects the tenant's health or safety;* (ii) ~~the tenant has~~  
72 *made a complaint to* ~~or~~ *any member of a news or media outlet regarding noncompliance with the rental*  
73 *agreement or the provisions of this chapter;* (iii) ~~the tenant has organized or~~ *the Virginia Fair Housing*  
74 *Law (§ 36-96.1 et seq.), or the federal Fair Housing Act of 1968 (42 U.S.C. § 3601 et seq.);* (iv) *organized,*  
75 *became a member of, or participated in lawful activities pertaining to a tenant's tenants' organization;* or ~~(iv)~~  
76 *the tenant has* (v) *testified in a court or administrative proceeding against the landlord.*

77 B. ~~The landlord shall be deemed to have knowledge of a fact if he has actual knowledge of it, he has~~  
78 ~~received a notice or notification of it, or, from all the facts and circumstances known to him at the time in~~  
79 ~~question, he has reason to know that it exists.~~ *If a landlord has knowledge that a tenant has taken any action*  
80 *set forth in subsection A, the landlord shall be prohibited from taking any retaliatory action against the*  
81 *tenant, including (i) increasing the tenant's rental amount or amount of fees; (ii) selectively decreasing*  
82 *services, selectively enforcing a rule or imposing a different rule on the tenant, or otherwise materially*  
83 *altering the terms of the rental agreement without the tenant's consent; (iii) threatening, harassing, or*  
84 *coercing the tenant; (iv) bringing an action or threatening to bring an action for possession against the*  
85 *tenant; (v) terminating the tenant's rental agreement pursuant to § 55.1-1253 or 55.1-1410; or (vi) refusing*  
86 *to renew a tenancy where the tenant is receiving tenant-based rental assistance through the federal Housing*  
87 *Choice Voucher Program (42 U.S.C. § 1437f(o)) or any other federal, state, or local program. However, the*  
88 *provisions of this subsection shall not be construed to prevent the landlord from increasing rent to that which*  
89 *is charged for similar market rentals.*

90 C. Notwithstanding the provisions of subsections A and B, a landlord *shall not be liable for retaliation*  
91 *under this section and* may terminate the rental agreement pursuant to subsection A of § 55.1-1308 and bring  
92 an action for possession if:

93 1. ~~Violation~~ *A violation of the applicable building and housing code was caused by lack of reasonable care*  
94 *by the tenant, a member of the tenant's household, or a guest or invitee of the tenant;*

95 2. *The tenant is in default in rent at the time the action for possession is filed;* ~~or~~

96 3. *Compliance with the applicable building or housing code requires alteration, remodeling, or*  
97 *demolition that would effectively deprive the tenant of use of the dwelling unit;*

98 4. *The tenant is in default of a provision of the rental agreement materially affecting the health and safety*  
99 *of the tenant or others;*

100 5. *Notice to terminate pursuant to § 55.1-1308 or 55.1-1410 was given to the tenant before the tenant*  
101 *engaged in an act set forth in subsection A;*

102 6. *The landlord increases rent or fees pursuant to the terms of the rental agreement;*

103 7. *The landlord decreases services for, or imposes a rule change that applies equally to, all tenants;*

104 8. *Notice to terminate for material noncompliance with the rental agreement was given to the tenant*  
105 *before the tenant engaged in an act set forth in subsection A; or*

106 9. *The landlord fails to renew a tenancy for good cause where the tenant is receiving tenant-based rental*  
107 *assistance through the federal Housing Choice Voucher Program (42 U.S.C. § 1437f(o)), or any other*  
108 *federal, state, or local program.*

109 *The maintenance of the action provided in this section does not release the landlord from liability under*  
110 *§ 55.1-1302.*

111 **2. That the provisions of this act shall become effective on January 1, 2027.**  
112