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VIRGINIA ACTS OF ASSEMBLY — CHAPTER

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

[H 329]

Approved

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

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

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

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

1. ~~Violation~~ A violation of the applicable building or housing code was caused primarily by lack of reasonable care by the tenant, an authorized occupant, or a guest or invitee of the tenant;
2. The tenant is in default in rent at the time an unlawful detainer action for possession is filed;
3. Compliance with the applicable building or housing code requires alteration, remodeling, or demolition that would effectively deprive the tenant of use of the dwelling unit; or
4. The tenant is in default of a provision of the rental agreement materially affecting the health and safety of himself or others;
5. Notice to terminate pursuant to § 55.1-1253 or 55.1-1410 was given to the tenant before the tenant engaged in an act set forth in subsection A;
6. The landlord increases rent or fees pursuant to the terms of the rental agreement;
7. The landlord decreases services for, or imposes a rule change that applies equally to, all tenants;
8. Notice to terminate for material noncompliance with the rental agreement was given to the tenant before the tenant engaged in an act set forth in subsection A; or
9. The landlord fails to renew a tenancy for good cause where the tenant is receiving rent-based rental assistance through the federal Housing Choice Voucher Program (42 U.S.C. § 1437f(o)), or any other

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) *filed an action against the landlord for a violation of the*
74 *rental agreement, any provision of this chapter, (iii) the tenant has organized or the Virginia Fair Housing*
75 *Law (§ 36-96.1 et seq.), or the federal Fair Housing Act of 1968 (42 U.S.C. § 3601 et seq.); (iv) organized,*
76 *become a member of, or participated in lawful activities pertaining to a tenant's tenants' organization;* or ~~(iv)~~
77 *the tenant has (v) testified in a court or administrative proceeding against the landlord.*

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

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

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

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

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

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

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

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

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

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

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

110 *The maintenance of the action provided in this section does not release the landlord from liability under*
111 *§ 55.1-1302.*

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