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HOUSE BILL NO. 1409

Offered January 22, 2026

A BILL to amend and reenact §§ 55.1-1208 and 55.1-1220 of the Code of Virginia, relating to Virginia Residential Landlord and Tenant Act; prohibited provisions in rental agreements; landlord's maintenance responsibilities.

Patrons—Schmidt, Anthony, Carnegie, Clark, Cousins, Dougherty, Keys-Gamarra, McClure, Mehta, Rasoul and Shin

Referred to Committee on General Laws

Be it enacted by the General Assembly of Virginia:**1. That §§ 55.1-1208 and 55.1-1220 of the Code of Virginia are amended and reenacted as follows:****§ 55.1-1208. Prohibited provisions in rental agreements.**

- A. A rental agreement shall not contain provisions that the tenant:
 1. Agrees to waive or forgo rights or remedies under this chapter;
 2. Agrees to waive or forgo rights or remedies pertaining to the 120-day conversion or rehabilitation notice required in the Virginia Condominium Act (§ 55.1-1900 et seq.) or the Virginia Real Estate Cooperative Act (§ 55.1-2100 et seq.) or under § 55.1-1410;
 3. Authorizes any person to confess judgment on a claim arising out of the rental agreement;
 4. Agrees to pay the landlord's attorney fees except as provided in this chapter;
 5. Agrees to the exculpation or limitation of any liability of the landlord to the tenant arising under law or to indemnify the landlord for that liability or any associated costs;
 6. Agrees as a condition of tenancy in public housing to a prohibition or restriction of any lawful possession of a firearm within individual dwelling units unless required by federal law or regulation;
 7. Agrees to the payment of a security deposit, insurance premiums for damage insurance, and insurance premiums for renter's insurance prior to the commencement of the tenancy that exceed the amount of two months' periodic rent; or
 8. Agrees to waive remedies or rights under the Servicemembers Civil Relief Act, 50 U.S.C. § 3901 et seq., prior to the occurrence of a dispute between landlord and tenant. Execution of leases shall not be contingent upon the execution of a waiver of rights under the Servicemembers Civil Relief Act; however, upon the occurrence of any dispute, the landlord and tenant may execute a waiver of such rights and remedies as to that dispute in order to facilitate a resolution;
 9. Agrees to pay any fee for the maintenance of the premises as described in § 55.1-1220, including the maintenance or provision of heating and cooling systems, pest control, trash disposal, common area utilities, and mail or package delivery;
 10. Agrees to pay a fee for internet, cable, or any other utilities or services that amount to more than the cost paid by the landlord; or
 11. Agrees to pay for the maintenance or security of the common areas.
 - B. Any provision prohibited by subsection A that is included in a rental agreement is unenforceable. If a landlord brings an action to enforce any such provision, the tenant may recover actual damages sustained by him and reasonable attorney fees.
 - C. If the landlord is a public housing authority, the landlord shall not require a tenant to pay any fee for the maintenance or repair of any dwelling unit unless the repair is necessitated by the tenant's action or omission.
- § 55.1-1220. Landlord to maintain fit premises.**
- A. The landlord shall:
 1. Comply with the requirements of applicable building and housing codes materially affecting health and safety;
 2. Make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition;
 3. Keep all common areas shared by two or more dwelling units of a multifamily premises in a clean and structurally safe condition;
 4. Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, including elevators, supplied or required to be supplied by him;
 5. Maintain the premises in such a condition as to prevent the accumulation of moisture and the growth of mold and promptly respond to any notices from a tenant as provided in subdivision A 10 of § 55.1-1227. Where there is visible evidence of mold, the landlord shall promptly remediate the mold conditions in

58 accordance with the requirements of subsection E of § 8.01-226.12 and reinspect the dwelling unit to confirm
59 that there is no longer visible evidence of mold in the dwelling unit. The landlord shall provide a tenant with
60 a copy of a summary of information related to mold remediation occurring during that tenancy and, upon
61 request of the tenant, make available the full package of such information and reports not protected by
62 attorney-client privilege. Once the mold has been remediated in accordance with professional standards, the
63 landlord shall not be required to make disclosures of a past incidence of mold to subsequent tenants;

64 6. Provide and maintain appropriate receptacles and conveniences for the collection, storage, and removal
65 of ashes, garbage, rubbish, and other waste incidental to the occupancy of dwelling units and arrange for the
66 removal of same;

67 7. Supply running water and reasonable amounts of hot water at all times and reasonable air conditioning
68 if provided and heat in season except where the dwelling unit is so constructed that heat, air conditioning, or
69 hot water is generated by an installation within the exclusive control of the tenant or supplied by a direct
70 public utility connection; and

71 8. Provide a certificate to the tenant stating that all smoke alarms are present, have been inspected, and are
72 in good working order no more than once every 12 months. The landlord, his employee, or an independent
73 contractor may perform the inspection to determine that the smoke alarm is in good working order.

74 B. The landlord shall perform the duties imposed by subsection A in accordance with law; however, the
75 landlord shall only be liable for the tenant's actual damages proximately caused by the landlord's failure to
76 exercise ordinary care.

77 C. If the duty imposed by subdivision A 1 is greater than any duty imposed by any other subdivision of
78 that subsection, the landlord's duty shall be determined by reference to subdivision A 1.

79 ~~D. The landlord and tenant may agree in writing that the tenant perform the landlord's duties specified in~~
80 ~~subdivisions A 3, 6, and 7 and also specified repairs, maintenance tasks, alterations, and remodeling, but only~~
81 ~~if the transaction is entered into in good faith and not for the purpose of evading the obligations of the~~
82 ~~landlord and if the agreement does not diminish or affect the obligation of the landlord to other tenants in the~~
83 ~~premises.~~