

2011 Legislation

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55-248.15:01 Notice to tenant in event of foreclosure.

- The landlord shall notify the tenant, by certified mail, of a mortgage default, notice of mortgage acceleration, or notice of foreclosure sale within ten business days after the landlord receives written notice.
- Failure of the landlord to provide the notice shall immediately terminate the rental agreement at the option of the tenant. The tenant shall be entitled to return of the security deposit and any accrued interest, without any deductions, within 10 days after termination of the tenancy.
- If the dwelling unit is vacant, the landlord shall disclose to any prospective tenant in writing of a mortgage default, notice of mortgage acceleration, or notice of foreclosure.

55-225.11 Tenant's assertion; rent escrow.

- The tenant may assert that there exists upon the leased premises, a condition which constitutes a material noncompliance by the landlord with the rental agreement, or which if not promptly corrected, will constitute a fire hazard or serious threat to the life, health or safety of including but not limited to, a lack of heat or hot or cold running water, a lack of light, electricity or adequate sewage disposal facilities, an infestation of rodents or paint containing lead pigment.
- Prior to the granting of any relief, the tenant shall show to the satisfaction of the court that:
 - Prior to the commencement of the action the landlord was served a written notice by the tenant and that the landlord has refused, or having a reasonable opportunity to do so, has failed to remedy the same.
 - The tenant has paid into court the amount of rent called for under the rental agreement.
 - It shall be sufficient answer or rejoinder to such a declaration if the landlord establishes to the satisfaction of the court that the conditions alleged by the tenant do not in fact exist, or such conditions have been removed or remedied, or such conditions have been caused by the tenant or members of his family.
- The court shall make findings of fact on the issues before it and shall issue any order that may be required.

55-225.12 Noncompliance by landlord.

- If there is a material noncompliance by the landlord with the rental agreement or a noncompliance with any provision of this chapter, materially affecting health and safety, the tenant may serve a written notice on the landlord specifying the acts and omissions constituting the breach and stating that the rental agreement will terminate upon a date at least 30 days after receipt of the notice if such breach is not remedied in 21 days.
- If the landlord commits a breach which is not remediable, the tenant may serve a written notice on the landlord which states that the rental agreement will terminate upon a date at least 30 days after receipt of the notice.
- If the landlord has been served with a prior written notice of breach, and the landlord intentionally commits a subsequent breach of a like nature, the tenant may serve a written notice on the landlord that the rental agreement will terminate upon a date at least 30 days after receipt of the notice.

55-225.13 Rent escrow required for continuance of tenant's case.

- Where a landlord has filed an unlawful detainer action and the tenant seeks to obtain a continuance of the action or to set it for a contested trial, the court shall order the tenant to pay an amount equal to the rent that is due as of the initial court date into the court escrow account.
- The court may grant the tenant a continuance of no more than one week to make full payment of the court-ordered amount.

15.2-922 Smoke detectors in certain buildings.

- Any locality may by ordinance require that smoke detectors be installed in the following structures or buildings: Any building containing one or more dwelling units.
- Smoke detectors installed pursuant to this section shall be installed in conformance with the provisions of the Uniform Statewide Building Code- (36-97 et seq.) and any locality with an ordinance shall follow a uniform set of standards for maintenance of smoke detectors established in the Uniform Statewide Building Code.

55-225.4 and 55-248.16 Tenant to maintain dwelling unit.

- In addition to the provisions of the rental agreement, the tenant shall:
 - Maintain such smoke detector in accordance with the uniform set of standards for maintenance of smoke detectors established in the Uniform Statewide Building Code (36-97 et seq.)
 - Not paint or disturb painted surfaces, or make alterations in the dwelling unit, without the prior written approval of the landlord.

55-248.6:1 Application fees.

- A landlord may require an application fee and a separate application deposit. If the applicant fails to rent the unit, the landlord shall refund to the applicant from the application deposit within 20 days after the applicant's failure to rent the unit or the landlord's rejection of the application all sums in excess of the landlord's actual expenses and damages together with an itemized list of said expenses and damages. If, however the application deposit was made by cash, such refund shall be made within 10 days. If the landlord fails to comply with this section, the applicant may recover as damages suffered by him that portion of the application deposit wrongfully withheld and reasonable attorney fees.

55-248.18 Access; consent; correction of nonemergency conditions; relocation of tenant.

- Upon the sole determination by the landlord of the existence of a nonemergency property condition that requires the tenant to temporarily vacate the dwelling unit in order for the landlord to make repairs, the landlord may, upon at least 30 day's written notice, require the tenant to vacate to a comparable dwelling unit.
- The tenant shall continue to be responsible for payment of rent during the period of any temporary relocation. Refusal of the tenant to cooperate with a temporary relocation shall be deemed a breach of the rental agreement, unless the tenant agrees to vacate and terminate the lease within the 30 day period.

55-248.24 Fire or casualty damage.

- If the dwelling unit or premises are damaged or destroyed by fire or casualty, either the tenant or the landlord may terminate the rental agreement.
- The landlord may terminate the rental agreement by giving the tenant 14 days' notice of his intention to terminate the rental agreement.

§ 55-225.10. Notice to tenant in event of foreclosure.

A. The landlord shall give written notice to the tenant of a mortgage default, notice of mortgage acceleration, or notice of foreclosure sale relative to the loan on the dwelling unit within five business days after written notice of the lender is received by the landlord. This requirement shall not apply (i) to any managing agent who does not receive a copy of such written notice from the lender or (ii) if the tenant provides a copy of the written notice from the lender to the landlord or the managing agent.

* **B.** If the landlord fails to provide the notice required by this section, the tenant shall have the right to terminate the rental agreement upon written notice to the landlord at least five business days prior to the effective date of termination. If the tenant terminates the rental agreement, the landlord shall make disposition of the tenant's security deposit in accordance with law or the provisions of the rental agreement, whichever is applicable.

* **C.** If the landlord has a dwelling unit available for rent, the landlord shall disclose in writing to any prospective tenant, at the time of offering such dwelling unit for rent, whether he has received any notice of mortgage default, notice of mortgage acceleration, or notice of foreclosure sale relative to the loan on the dwelling unit. This requirement shall not apply to any managing agent who does not receive a copy of such written notice from the lender.

(2009, c. 663; 2011, c. 530.)

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