

HOUSE BILL NO. 1635

AMENDMENT IN THE NATURE OF A SUBSTITUTE

(Proposed by the House Committee on General Laws

on _____)

(Patron Prior to Substitute--Delegate Bulova)

A BILL to amend the Code of Virginia by adding sections numbered 55.1-1234.1 and 55.1-1251.1, relating to the Virginia Residential Landlord and Tenant Act; tenant remedies; uninhabitable dwelling unit.

Be it enacted by the General Assembly of Virginia:

1. That the Code of Virginia is amended by adding sections numbered 55.1-1234.1 and 55.1-1251.1 as follows:

§ 55.1-1234.1. Uninhabitable dwelling unit.

If, at the beginning of the tenancy, a condition exists in a rental dwelling unit that constitutes a material noncompliance by the landlord with the rental agreement or with any provision of law that constitutes a fire hazard or serious threat to the life, health, or safety of tenants or occupants of the premises, including an infestation of rodents or a lack of heat, hot or cold running water, electricity, or adequate sewage disposal facilities, the tenant shall be entitled to terminate the rental agreement and receive a full refund of all money paid to the landlord, so long as the tenant provides the landlord written notice of his intent to terminate the rental agreement within seven days of the date on which possession of the dwelling unit was to have transferred to the tenant. Unless, pursuant to § 55.1-1251.1, the landlord believes such termination of the rental agreement is unjustified, the landlord shall refund all money paid by the tenant to the tenant on or before the seventh business day following the day on which the termination notice was delivered to the landlord. If the landlord fails to refund the tenant as required by this section, the tenant shall be entitled to actual damages and reasonable attorney fees.

§ 55.1-1251.1. Remedy; tenant's unjustifiable termination due to habitability of dwelling unit.

If a tenant terminates a rental agreement pursuant to § 55.1-1234.1 and the landlord reasonably believes that (i) the dwelling unit was kept in a fit and habitable condition as described in § 55.1-1220 and (ii) the tenant was unjustified in his termination of the rental agreement, the landlord shall provide written notice to the tenant of his refusal to accept the tenant's termination notice and provide the reasons for such refusal. After receipt of the landlord's notice refusing to accept the tenant's termination notice, if the tenant reasonably believes that the landlord failed to comply with the provisions of § 55.1-1234.1, the tenant may contest the landlord's refusal to accept the termination before a court of competent jurisdiction and the prevailing party shall be entitled to recover actual damages and reasonable attorney fees.

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