

Virginia Landlord-Tenant Legislative Updates

Effective July 1, 2025

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Overview of 2025 Legislative Changes

HB2430

Fee Disclosure Statement Changes

HB2430 – Fee Disclosure Statement

Section § 55.1-1204.1- fee disclosure statement

Old language removed

Previously required:

“A description of any rent and fees to be charged to the tenant in addition to periodic rent.”

HB2430 – Fee Disclosure Statement

Section § 55.1-1204.1- fee disclosure statement

Landlord must itemize:

Security deposit

Amount of periodic rent

Any one-time charges due before lease starts or included in the first rental payment

HB2430 – Fee Disclosure Statement

Section § 55.1-1204.1- fee disclosure statement

Specific language required:

Above the itemized charges, rental agreement must state:

“No additional security deposits or rent shall be charged unless they are listed below or incorporated into this agreement by way of a separate addendum after execution of this rental agreement.”

HB2430 – Fee Disclosure Statement

Section § 55.1-1204.1- fee disclosure statement

§ 55.1-1204.1 . Fee disclosure statement.

A landlord shall provide, beginning on the first page of the written rental agreement, **a description of any rent and fees to be charged to the tenant in addition to the periodic rent** *an itemization of all charges to the tenant that comprise (i) the security deposit, (ii) the amount of rent due per payment period pursuant to the lease period, and (iii) any additional one-time charges due prior to the commencement date of the rental agreement or that will be included in the first rental payment.* Immediately above the *itemized* list of **fees charges**, the written rental agreement shall state: No **fee shall be collected** *additional security deposits or rent shall be charged* unless **it is** *they are* listed below or incorporated into this agreement by way of a separate addendum after execution of this rental agreement.

SB884

Early Termination of Rental Agreements

Expands Tenants' Rights for Early Lease Termination

SB884 – Early Termination for Victims of Abuse, Assault & Stalking

Section § 55.1-1204.1- early termination of rental agreement; victims of family abuse, sexual abuse or criminal sexual assault, stalking, or human trafficking



Expanded eligibility for early termination:

Family abuse	Sexual abuse	Other criminal sexual assault	Stalking	Human trafficking
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SB884 – Early Termination for Victims of Abuse, Assault & Stalking

Section § 55.1-1204.1- early termination of rental agreement; victims of family abuse, sexual abuse or criminal sexual assault, stalking, or human trafficking



Tenants must provide:

A written notice of termination	Effective 28 days after service	Order of protection (preliminary/permanent)	A conviction order, warrant, summons, information or indictment related to the crime
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SB884 – Early Termination for Victims of Abuse, Assault & Stalking

Section § 55.1-1204.1- early termination of rental agreement; victims of family abuse, sexual Abuse or criminal sexual assault, stalking, or human trafficking



What is the rent responsibility then?

Rent is payable up to the effective date of termination

Cannot charge liquidated damages (buy out fees)

Co-tenants remain rent responsible through end of lease term

If the perpetrator is the sole remaining tenant, landlord may terminate and seek actual damages

SB884 – Early Termination for Victims of Abuse, Assault & Stalking

Section § 55.1-1204.1- early termination of rental agreement; victims of family abuse, sexual abuse or criminal sexual assault, stalking, or human trafficking

Be it enacted by the General Assembly of Virginia:

1. That § 55.1-1236 of the Code of Virginia is amended and reenacted as follows:

§ 55.1-1236. Early termination of rental agreements by victims of family abuse, sexual abuse or other criminal sexual assault, or stalking.

A. Any tenant who is a victim of (i) family abuse as defined by § 16.1-228, (ii) sexual abuse as defined by § 18.2-67.10; or ~~(iii)~~ other criminal sexual assault under Article 7 (§ 18.2-61 et seq.) of Chapter 4 of Title 18.2, *(iii) stalking in violation of § 18.2-60.3, or (iv) trafficking in violation of Article 3 (§ 18.2-344 et seq.) of Chapter 8 of Title 18.2* may terminate such tenant's obligations under a rental agreement under the following circumstances:

1. The victim has obtained an order of protection pursuant to § 16.1-253.1 or 16.1-279.1 *during the term of an active and current rental agreement* and has given written notice of termination in accordance with subsection B during the period of the protective order or any extension thereof;

2. The victim has obtained a *preliminary protective order pursuant to § 19.2-152.9 or a permanent protective order pursuant to § 19.2-152.10 during the term of an active and current rental agreement* and has given written notice of termination in accordance with subsection B during the period of the protective order or any extension thereof; or

3. A court has entered an order convicting a perpetrator of, *or a magistrate, law-enforcement agency, grand jury, special grand jury, or court has issued a warrant, summons, information, or indictment charging a person with*, any crime of sexual assault under Article 7 (§ 18.2-61 et seq.) of Chapter 4 of Title 18.2, sexual abuse as defined by § 18.2-67.10, ~~or~~ family abuse as defined by § 16.1-228, *stalking in violation of § 18.2-60.3, or trafficking in violation of Article 3 (§ 18.2-344 et seq.) of Chapter 8 of Title 18.2* against the victim *during the term of an active and current rental agreement* and the victim gives written notice of termination in accordance with subsection B. A victim may exercise a right of termination under this section to terminate a rental agreement in effect when the conviction order is entered and one subsequent rental agreement based upon the same conviction.

B. A tenant who qualifies to terminate such tenant's obligations under a rental agreement pursuant to subsection A shall do so by serving on the landlord a written notice of termination to be effective ~~30~~ 28 days after the tenant serves the termination notice on the landlord. The tenant shall also provide the landlord with a copy of (i) the order of protection issued or (ii) the conviction order, *warrant, summons, information, or indictment*.

C. The rent shall be payable at such time as would otherwise have been required by the terms of the rental agreement through the effective date of the termination as provided in subsection B.

D. The landlord may not charge any liquidated damages.

E. The victim's obligations as a tenant under § 55.1-1227 shall continue through the effective date of the termination as provided in subsection B. Any co-tenants on the lease with the victim shall remain responsible for the rent for the balance of the term of the rental agreement. If the perpetrator is the remaining sole tenant obligated on the rental agreement, the landlord may terminate the rental agreement and collect actual damages for such termination against the perpetrator pursuant to § 55.1-1251.

HB2218/SB1356

Rental Payment Methods

HB2218/SB1356 Rental Payment Methods

Section § 55.1-1204 - terms and conditions of rental agreement; payment of rent; copy of rental agreement for tenant.

- Landlords cannot charge tenants fees for the collection or processing of rent, security deposits, or other fees unless:
 - An alternative payment method is offered that does not include additional fees

HB2218/SB1356 Rental Payment Methods

Section § 55.1-1204 - terms and conditions of rental agreement; payment of rent; copy of rental agreement for tenant.

1. The landlord shall provide the tenant with a written receipt, upon request from the tenant, whenever the tenant pays rent in the form of cash or money order. No landlord shall charge a tenant any fee for the collection or processing of any payment of rent, security deposit, or any other fees, unless the landlord offers an alternative method of payment that does not include additional fees.

2. A landlord with four or fewer rental dwelling units, or up to a 10 percent interest in four or fewer rental dwelling units, shall not be required to accept payment of periodic rent and any security deposit by debit or credit card.

HB1867

Lease Renewal Notice Requirements

HB1867 – Renewal Notice


Section § 55.1-1204 - terms and conditions of rental agreement; payment of rent; copy of rental agreement for tenant.

Notice Requirements:

- Must provide tenants with a written notice of nonrenewal
- Notice must be given at least 60 days prior to the end of the rental agreement

HB1867 – Renewal Notice

Section § 55.1-1204 - terms and conditions of rental agreement; payment of rent; copy of rental agreement for tenant.

K. A landlord who owns more than four rental dwelling units or more than a 10 percent interest in more than four rental dwelling units, whether individually or through a business entity, in the Commonwealth, shall be required to provide written notice to any tenant who has the option to renew a rental agreement or whose rental agreement contains an automatic renewal provision of any increase in rent during the subsequent rental agreement term. *Such landlord shall also provide written notice of nonrenewal to any tenant.* Such ~~notice~~ notices shall be provided to the tenant no less than 60 days prior to the end of the rental agreement term. This subsection shall not apply to any periodic tenancy created pursuant to subsection C of § 55.1-1253 .

HB2415

Tenant Protections in Public Housing

HB2415 – Tenant Protections in Public Housing

Section 16.1-107. Requirements for appeal

- Appeal bond exemption for indigent tenants
- Indigent tenants are exempt from posting an appeal bond in unlawful detainer (eviction) actions initiated by public housing authorities.

§ 16.1-107 Requirements for appeal.


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C. Notwithstanding the provisions of subsection B, no indigent person shall be required to post a bond to appeal any unlawful detainer action brought by a public housing authority.

HB2415 – Tenant Protections in Public Housing

Section 55.1-1208. Prohibited provisions in rental agreements.

- Restrictions on maintenance and repair fees
- Public housing authorities are prohibited from charging tenants for maintenance or repair of dwelling units unless the repair is necessitated by the tenant's action or omission.

§ 55.1-1208 . Prohibited provisions in rental agreements.

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.

HB2415 – Tenant Protections in Public Housing

Section 55.1-1245. Noncompliance with rental agreement; monetary penalty

Enhanced notice requirements for nonpayment of rent: when issuing a notice of nonpayment of rent, public housing authorities must provide tenants with information on how to recertify their income in accordance with federal law and policy.

This information must be:

- Printed on pink or orange paper
- Posted in conspicuous locations within public housing communities

HB2415 – Tenant Protections in Public Housing

Section 55.1-1245. Noncompliance with rental agreement; monetary penalty

§ 55.1-1245. (Effective until the later of July 1, 2028, or seven years after the COVID-19 pandemic state of emergency expires)
Noncompliance with rental agreement; monetary penalty.

G. If a public housing authority issues a notice of nonpayment of rent to a tenant, such public housing authority shall also provide to the tenant along with the notice of nonpayment written information printed on pink or orange paper explaining how the tenant may recertify the tenant's income, including how the tenant can, in accordance with federal law and policy, report changes in income, request a minimum rent hardship exemption, and file grievances. Such information shall be posted by the public housing authority in conspicuous locations in each public housing community under its authority.

HB2195

Regulation of Mold Remediation Services

HB2195 – Regulation of Mold Remediation Services

Section 59.1-200. (Effective July 1, 2025) prohibited practices

Certification requirements:

Individuals offering mold remediation services for residential dwellings must:

- Hold a mold remediation certification from a nationally or internationally recognized certifying body.

HB2195 – Regulation of Mold Remediation Services

Section 59.1-200. (Effective July 1, 2025) prohibited practices

81. Selling or offering for sale services as a professional mold remediator to be performed upon any residential dwelling without holding a mold remediation certification from ~~the Institute of Inspection, Cleaning and Restoration Certification (IICRC)~~ *a nationally or internationally recognized certifying body for mold remediation, and failing to comply with (i) the U.S. Environmental Protection Agency's publication on Mold Remediation in Schools and Commercial Buildings, as revised; (ii) the ANSI/IICRC S520 Standard for Professional Mold Remediation, as revised; or (iii) any other equivalent ANSI-accredited mold remediation standard, when conducting or offering to conduct mold remediation in the Commonwealth; and*

HB1623/SB830

Eviction Diversion Program

HB1623/SB830 – Eviction Diversion Program

Section 59.1-200. (Effective July 1, 2025) prohibited practices

- Renames the Eviction Diversion Pilot Program as the Eviction Diversion Program, removes the July 1, 2025, expiration date from the Program, and makes the Program available to all general district courts.

QUESTIONS?

Presenters



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