

Highlights 2024-2025

1. Effective March 8, 2024, § 55.1-1235 of the VRLTA amended to bring rights of servicemembers to an early termination in compliance with federal rights by removing the 35-mile or more radius requirement for any PCS or TDY and adding the right of early termination when tenant has received a stop movement order in response to a local, national or global emergency.
2. Mandatory fee disclosure language and statement now required on the first page of the written rental agreement under the VRLTA. § 55.1-1204.1
3. § 55.1-1208 of the VRLTA as well as prohibited practices under the Va. Consumer Protection Act, are amended to prohibit charging a tenant any transaction or processing fee or similar surcharge for the use of an electronic fund transfer for the payment of a security deposit, rent or any other amounts payable.
4. § 55.1-1204 of the VRLTA amended the requirement of providing a copy of “*the signed*” written rental agreement and the statement of tenant rights and responsibilities to the tenant within *10 business days* of the effective date....” Also, it mandated that the landlord must provide the tenant with an additional hard copy of the agreement once per year upon request and maintain the rental agreement in an electronic format that can be easily accessed by or shared with the tenant on request; all without charge.
5. Mandatory fee disclosure language and statement must now appear on the first page of the written rental agreement under the VRLTA. § 55.1-1204.1
6. VRLTA amended to mandate performance of routine maintenance within 14-days of delivery of the 72-hour notice to the tenant including a statement as to the last date on which the maintenance may possibly be performed. § 55.1-1229
7. § 55.1-1236 of the VRLTA was amended to add the victim’s right of early termination of a rental agreement after obtaining a protective order under § 19.2-152.10 arising from a petition, or warrant or conviction of any criminal offense resulting from the commission of an act of violence, force, or threat.
8. Amendment to several sections of the Manufactured Home Lot Rental Act (MHLRA) as to the duration of automatic renewals of the rental agreement, 60-day notice to not renew or change in terms, no charge for late fees unless provided for in rental agreement with

a cap of 10% on late fees; non-renewal for change in use; incorporating more sections of the VRLTA by reference into the MHLRA, including the right to terminate on 30-day notice on the recurrence of remediable breach that had been noticed and cured. Where the home park is being redeveloped for a different use, the relocation payment to mobile home owner being removed is increased to \$5,000.

9. In unlawful detainer summons under § 8.01-126, when asking for updated amounts at judgment, plaintiff to state the approximate amount the defendant may owe at the date of the hearing with the right to amend such amount to reflect the correct amount due and owing at that time. There is no right to file a separate unlawful detainer for such amounts that were not properly included in the default judgment amount. The amendment also clarified the requirements for the requirement that a copy of a proper termination notice be entered into evidence. Using a copy of documents, electronic or paper by plaintiff's attorney or agent is allowed as well as taking judgment on the affidavit where the defendant has failed to appear and the verbal update of amounts to the court at that time. Also, 8.01-126 added a quick remedy for the landlord where the occupant is there without permission, a lease or is a squatter.
10. In *Neals v. Secretary of Veterans Affairs*, 79 Va. App. 1, 893 S.E.2d 397 (2023) the court held that a former owner, when served with an unlawful detainer summons by the purchaser at foreclosure, may defend based on the fraud by the lender or lender's agent in causing the sale, without having to join the lender or the trustee on the deed of trust as necessary parties. This is so because the unlawful detainer only deals with the former owner's superior right of possession and not his title.
11. In *Parrish v. Vance*, 80 Va. App. 426, 898 S.E.2d 407 (2024) the court held that a provision in a residential lease agreement which attempted to shift the burden to deal with insect infestations to tenant was ineffective, as tenant could not waive the warranty of habitability by signing the lease agreement and did not cause the condition.
12. Newly added § 55.1-1243.2 gives remedies to tenant where the property was condemned and tenant excluded from it. § 7:76 *infra*.
13. The Department of Housing and Community Development is to translate all forms and documents it posts into five non-English languages most commonly spoken in Virginia.
14. Title 15.2 was amended to prohibit a locality to enact or enforce an ordinance that prohibits short term

- rentals. Condo's, POA's and cooperatives can still contain such restrictions. § 15.2-987
15. Virginia Residential Landlord and Tenant Act; Eviction Diversion Pilot Program expiration extended to July 1, 2025.
 16. The Fourth Circuit held that the possibility that the owners of the mobile home park could be prosecuted under federal anti-harboring statute for entering into a lease agreement with undocumented immigrant was too attenuated to bar residents' fair housing claims where the defendants failed to establish a business necessity justifying the policy by which the applicants had to show their legal status in the US in order to renew their leases. *Reyes v. Waples Mobile Home Park Limited Partnership*, 91 F.4th 270 (4th Cir., 2024).
 17. See Chapter 5 for the discussion of whether § 55.1-1423 gives the non-residential tenant a right of redemption?