Highlights 2026-2027

The changes that were effective July 1, 2026:

NOTICES

THE 5-DAY NOTICE IS CHANGED TO A 14 DAY NOTICE for nonpayment of rent. VRLTA § 55.1-1245 The notice must contain the precise amount that must be paid in order to cure the breach.

RECORDS & LEASE DISCLOSURE

MANUFACTURED HOME LOT RENTAL ACT: § 55.1-1300 & 1302 requires a landlord, "beginning on the first page" of the written lot rental agreement, an itemization of all charges to the tenant, along with the statement that *"No additional security deposits or rent shall be charge unless such security deposits or rent are listed below or incorporated into this rental agreement by way of a separate addendum after the execution of this rental agreement."*

Split Hearing on Possession & Money

Va. Code § 8.01-128 added that if the tenant appears at the initial hearing contesting the amount of the rent and damages alleged to be due and owing to the plaintiff, the court shall not bifurcate the case, which before it could have done.

Military Termination

VRLTA § 55.1-1235 removes the "no more than 60 days prior to the date of departure" requirement in order for military personnel to terminate the lease.

Eviction Diversion Program

VRLTA § 55.1-1262 Eligibility requirements under the Eviction Diversion Program have been altered and the court that has adopted the plan is required to provide information about the program including eligibility criteria along with any summons for UD. A tenant is eligible if he (1) appears on first return; he is no longer required to ask for the program; (2) pays to the landlord or into the court at least 10% of the amount due on the unlawful detainer as amended on the first return; (3) gives sworn testimony that he has income and it is sufficient pay funds under the court payment plan; (4) gives sworn testimony with the reasons for being unable to make rental payments (5) does not owe any outstanding amount under any prior payment plan signed within the past 12 months; (6) has not defaulted on any prior payment plan within the past 12 months; and (7) has not participated in an eviction di-

version program within the past 12 months.

The payment plan divides the 90% balance into three monthly payments of 30% each, along with normal upcoming rent that will become due. 30% by the 5th day of the first month following the initial court date; and 30% by the 5th day of the second month and the final payment 30% by the 5th day of the third month.

Essential Services Includes AC

VRLTA § 55.1-1200 adds central air conditioning when supplied by the landlord to the definition of what constitutes an essential service under the VRLTA.

Prohibited Fees & Payment

VRLTA § 55.1-1204 & 1208 The landlord must accept payment of rent and security by check and money order. Landlord must provide tenant with a payment means which does not require a fee so the tenant has a choice. Where fees for processing payments through a third party process are imposed they may not exceed the actual fee charged to the landlord by the third party provider.

Under VRLTA § 55.1-1208 fees are prohibited for maintenance or repair of any dwelling unit unless the repair is necessitated by tenant's violation of the VRLTA.

Eviction of Abuse Victim

VRLTA § 55.1-1245 removes the requirement that a victim of family abuse must give the landlord prompt notification should the perpetrator return to the unit. In a family abuse situation, where the tenant provides the landlord with copy of the protective order the landlord that gives the tenant exclusive possession or the perpetrator was barred from the unit by the landlord, the landlord cannot terminate lease solely because of the family abuse. This prohibition does not apply for other protective orders.

Appeal Bond

Sections 8.01-129 and 16.1-107. No appeal bond in non-payment cases by a tenant is required if the tenant is indigent under § 19.2-159.

Right of First Refusal

The Manufactured Home Lot Rental Act § 55.1-1308.3, 1308.4 & 1308.5 (repealed 55.1-1308.2) gives the right of first refusal for resident entities (defined therein) and localities where the park owner enters into a contract to sell the park. Notices to the tenants must contain this information.

Statement of Tenant Rights & Responsibilities

This change is to obligate the landlord under the Manufactured Home Lot Rental Act § 55.1-1301 & 1303, to give the tenant a copy of the written agreement along with a

statement of tenant rights and responsibilities within 10 business days of the effective date of the written rental agreement rather than one month as previously required. Also notice regarding flood insurance is to be included by the landlord in the rental agreement and provides that failures of the landlord to provide notice shall not affect the validity of the rental agreement.

Fair Housing

Virginia Fair Housing Act was amended to allow the landlord to consider an applicant's status as a victim of family abuse as a possible threat of harm to others or to the dwelling.

The changes that are effective January 1, 2027:

Solar Use

VRLTA § 55.1-1212.1 This permits tenants the right to use a small portable solar generative device.

Notices & Payment Plan

VRLTA owners of 4 or more dwelling units or more than a 10 percent interest in more than four rental dwellings units cannot terminate a rental agreement due to nonpayment of rent if the exact amount of rent owed is less than or equal to one months' rent plus any late charges contracted for in the rental agreement, and to serve a notice telling the tenant of the exact amount due and offer the tenant a payment plan under which he must pay the exact amount due in equal monthly installments over a period of 6 months or the time left on lease whichever is shorter – and not imposing additional late fees so long as the tenant is paying on the plan. Tenant must pay the exact amount within five days of receiving notice.

VRLTA RENT INCREASES § 55.1-1204 owners of 4 or more dwelling units or more than a 10 percent interest in more than four rental dwellings units in the Commonwealth must give written notice of any rent increase for the subsequent term at least 90-days prior to the end of such term and to include in such notice a deadline, which must be no sooner than 30-days after such notice by which the tenant must advise the landlord if the tenant is renewing the rental agreement.

Rental Application Process

VRLTA § 55.1-1203 & 36-96.2, before requesting or collecting any payment or information about a prospective tenant, landlord must notify the applicant in writing or by posting in a manner accessible to the prospective tenant certain information relating to the application process. The information must describe (a) the amount of any fees

or application deposit that may be charged to the applicant and whether it is refundable; (b) tenant selection criteria applicable to the unit; (c) criteria that will result in an automatic denial of the application; (d) if landlord uses a consumer report in his determination, the name and address of the consumer reporting agency, and (e) applicant's right to obtain a free copy of the consumer report in the event of a denial or other adverse action and right to dispute the accuracy of information appearing the report.

Rent Escrow Payment

VRLTA § 55.1-1244 RENT ESCROW. Where the tenant has failed to pay the mandated rent into escrow under a tenant assertion within 5-days of its due date during the pendency of the action, the tenant's failure to do so will no longer be automatic grounds for dismissal of the underlying action but may be considered by the court when issuing an order.

VRLTA § 55.1-1241 removes the requirement of a rent escrow for a tenant who is asserting a defense against a landlord's action for rent or possession. This change sets forth the scope of the court's discretion in actions for possession based on nonpayment of rent as well as actions for rent when the tenant remains in possession. In addition to reducing rent, the court may terminate the lease if the tenant requests it, and the court may order the landlord to remedy the condition resulting from landlord's material noncompliance. Also, the landlord remains free to amend the amount being sued for at trial, including ongoing rent.

Retaliatory Eviction/Action

Retaliatory actions under the Manufactured Home Lot Rental Act § 55.1-1314 and VRLTA § 55.1-1258 were modified. This also allows the tenant to defend a suit for possession based on retaliation and recover actual damages. The change makes it mandatory to not retaliate and added as additional protections: If the tenant makes a complaint to any member of a news or media outlet regarding noncompliance, makes a written complaint to or files an action against the landlord for a violation of the rental agreement or with the state or federal fair housing authority the landlord is prohibited from increasing rent or fees, decreasing services or selectively enforcing a rule or imposing a different rule on the tenant, or materially altering the terms of the rental agreement without tenant's consent; threatening harassing or coercing the tenant bringing action of threatening to bring an action for possession; terminate the lease under VRLTA or the Manufactured Home Lot Rental Act and refuse to renew a lease where tenant is receiving tenant-based rental assistance through the federal Housing Choice Voucher

Program or any other federal, state or local program.

This change allows a tenant to defend a suit for possession based on retaliation and recover actual damages.

The landlord will not be guilty of retaliation if the tenant, guest or occupant caused the building or housing code violation; tenant defaulted in rent at the time of an UD file or other material non-compliance and proper notice of the violated was given to tenant (§ 55.1-1253 or change of use of a multi-family residential property) or the rent is increased in accordance with the lease provisions under 55.1-1410 which is a change of use of a residential multi-family property.

Casualty Termination

VRLTA § 55.1-1240 The right to terminate the lease due to casualty damage, materially changes from a 14-day notice to a 21-day notice and if the landlord wants to terminate it under this section, it must now make reasonable efforts to meet with tenant to discuss reasonable alternatives and offer the tenant a substantially similar dwelling unit, if one is available, or determine if the damage was due to tenant's failure to maintain the unit in accordance with applicable law. Also, if asked by tenant, to reevaluate the extent of the damage and habitability of the unit unless the landlord determines that the damage was caused by the tenant's failure to maintain the unit.

The changes that are to be effective July 1, 2027

PROPER NOTICE TO CONTAIN PAYMENT LEDGER Under VRLTA § 55.1-1202 a proper notice for nonpayment of rent must contain a written statement of charges and payments over the course of the tenancy or the past 12 months, whichever is shorter, and any late charges, attorney fees, costs and other charges or damages as contracted for in the rental agreement that are due and owing before entry of an order of possession or not just an order of possession but a judgment in favor of the plaintiff. This must include all debits and credits incurred by the tenant for energy and utility bills and any additional charges permitted as applicable. Owner must maintain adequate records showing how monthly energy and utility bills and any additional permitted charges, including a history of billing fee payments for each tenant over the duration of the tenancy or the past 12 months, whichever is shorter. Records available to tenant on request.

Notices under VRLTA § 55.1-1202 may be given by the agent or attorney of landlord where a written authorization is given for that. Also, use of electronic signatures as defined in § 59.1-480 or electronic notary is authorized.

§ 8.01-126 added the requirement no judgment may be entered unless a proper termination notice has been entered into evidence in suits just for money rather than suits for possession.

VRLTA § 55.1-1209 For owners of 4 or more dwelling units or more than a 10 percent interest in more than four rental dwellings units, if requested by tenant the landlord is to provide within 10-business days a statement with all charges and payments incurred by the tenant over the duration of the tenancy or the past 12 months, whichever is shorter – itemizing the rent and the cost of each utility separately.