

Code of Virginia

Title 55.1. Property and Conveyances

Chapter 12. Virginia Residential Landlord and Tenant Act

Article 4. Tenant Remedies.

§ 55.1-1234. Noncompliance by landlord.

Except as provided in this chapter, 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 not less than 30 days after receipt of the notice if such breach is not remedied in 21 days.

If the landlord commits a breach that is not remediable, 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 not less than 30 days after receipt of the notice.

If the landlord has been served with a prior written notice that required the landlord to remedy a breach, and the landlord remedied such breach, where the landlord intentionally commits a subsequent breach of a like nature as the prior breach, the tenant may serve a written notice on the landlord specifying the acts and omissions constituting the subsequent breach, make reference to the prior breach of a like nature, and state that the rental agreement will terminate upon a date not less than 30 days after receipt of the notice.

If the breach is remediable by repairs and the landlord adequately remedies the breach prior to the date specified in the notice, the rental agreement will not terminate. The tenant may not terminate for a condition caused by the deliberate or negligent act or omission of the tenant, an authorized occupant, or a guest or invitee of the tenant. In addition, the tenant may recover damages and obtain injunctive relief for noncompliance by the landlord with the provisions of the rental agreement or of this chapter. The tenant shall be entitled to recover reasonable attorney fees unless the landlord proves by a preponderance of the evidence that the landlord's actions were reasonable under the circumstances. If the rental agreement is terminated due to the landlord's noncompliance, the landlord shall return the security deposit in accordance with § 55.1-1226.

1974, c. 680, § 55-248.21; 1982, c. 260; 1987, c. 387; 2000, c. 760; 2003, c. 363; 2019, c. 712.

§ 55.1-1234.1. Uninhabitable dwelling unit.

A. If, at the beginning of the tenancy, a condition exists in a rental dwelling unit 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 deposits and rent paid to the landlord, so long as the tenant provides the landlord with 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 the landlord asserts, pursuant to subsection B, that the tenant's termination of the rental agreement is unjustified, the landlord shall refund all deposits and rent paid by the tenant to the tenant on or before the fifteenth business day following the day on which (i) the termination notice is delivered to the landlord or (ii) the tenant vacates the dwelling unit, whichever occurs later.

B. If a tenant terminates a rental agreement pursuant to subsection A and the landlord asserts that the tenant is 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, along with the reasons for such refusal, within 15 business days following the date on which such termination notice is delivered to the landlord.

C. A tenant who has not taken possession or who has vacated the dwelling unit may file an action in court of competent jurisdiction to contest the landlord's refusal to accept the termination notice, if applicable, and for the return of any deposits and rent paid to the landlord. In any such action, the prevailing party shall be entitled to recover reasonable attorney fees.

2023, c. [435](#).

§ 55.1-1235. Early termination of rental agreement by military personnel.

A. Any member of the Armed Forces of the United States or a member of the National Guard serving on full-time duty or as a civil service technician with the National Guard may, through the procedures detailed in subsection B, terminate his rental agreement if the member (i) has received permanent change of station orders; (ii) has received temporary duty orders in excess of three months' duration; (iii) is discharged or released from active duty with the Armed Forces of the United States or from his full-time duty or technician status with the National Guard; (iv) is ordered to report to government supplied quarters resulting in the forfeiture of basic allowance for quarters; or (v) has received a standard movement order in response to a local, national, or global emergency that is effective for an indefinite period or for a period of not less than 30 days and that prevents the service member from occupying the leased dwelling unit for a residential purpose.

B. Tenants who qualify to terminate a rental agreement pursuant to subsection A shall do so by serving on the landlord a written notice of termination to be effective on a date stated in such written notice, such date to be not less than 30 days after the first date on which the next rental payment is due and payable after the date on which the written notice is given. The termination date shall be no more than 60 days prior to the date of departure necessary to comply with the official orders or any supplemental instructions for interim training or duty prior to the transfer. Prior to the termination date, the tenant shall furnish the landlord with a copy of the official notification of the orders or a signed letter, confirming the orders, from the tenant's commanding officer.

C. The landlord may not charge any liquidated damages.

D. Nothing in this section shall affect the tenant's obligations established by § [55.1-1227](#).

1977, c. 427, § 55-248.21:1; 1978, c. 104; 1982, c. 260; 1983, c. 241; 1986, c. 29; 1988, c. 184; 2000, c. 760; 2002, c. 760; 2005, c. 742; 2006, c. 667; 2007, c. 252; 2017, c. 730; 2019, c. 712; 2024, cc. 28, 154.

§ 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 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, 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 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 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.

2013, c. 531, § 55-248.21:2; 2019, c. 712; 2024, c. 302; 2025, c. 593.

§ 55.1-1237. Notice to tenant in event of foreclosure.

A. The landlord of a dwelling unit used as a single-family residence shall give written notice to the tenant or any prospective tenant of such dwelling unit that the landlord has received a notice of a mortgage default, mortgage acceleration, or foreclosure sale relative to the loan on the dwelling unit within five business days after written notice from 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 or prospective 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 dwelling unit is foreclosed upon and there is a tenant in such dwelling unit on the date of the foreclosure sale, the successor in interest who acquires the dwelling unit at the foreclosure sale shall assume such interest subject to the following:

1. If the successor in interest acquires the dwelling unit for the purpose of occupying such unit as his primary residence, the successor in interest shall provide written notice to the tenant, in accordance with the provisions of § 55.1-1202, notifying the tenant that the rental agreement is terminated and that the tenant must vacate the dwelling unit on a date not less than 90 days after the date of such written notice.

2. If the successor in interest acquires the dwelling unit for any other purpose, the successor in interest shall acquire the dwelling unit subject to the rental agreement and the tenant shall be permitted to occupy the dwelling unit for the remaining term of the lease, provided, however, that the successor in interest may terminate the rental agreement pursuant to § 55.1-1245 or the terms of the rental agreement. The successor in interest shall provide written notice to the tenant, in accordance with the provisions of § 55.1-1202, informing the tenant of such.

The terms of the terminated rental agreement remain in effect except that the tenant shall make rental payments (i) to the successor owner as directed in a written notice to the tenant in this subsection; (ii) to the managing agent of the owner, if any, or successor owner; or (iii) into a court escrow account pursuant to the provisions of § 55.1-1244; however, there is no obligation of a tenant to file a tenant's assertion and pay rent into escrow. Where there is not a managing agent designated in the rental agreement, the tenant shall remain obligated for payment of the rent but shall not be held to be delinquent or assessed a late charge until the successor owner provides written notice identifying the name, address, and telephone number of the party to which the rent should be paid

2018, c. 221, § 55-248.21:3; 2019, c. 712; 2021, Sp. Sess. I, c. 426.

§ 55.1-1238. Failure to deliver possession.

If the landlord willfully fails to deliver possession of the dwelling unit to the tenant, then rent abat until possession is delivered, and the tenant may (i) terminate the rental agreement upon at least f days' written notice to the landlord, upon which termination the landlord shall return all prepaid re and security deposits, or (ii) demand performance of the rental agreement by the landlord. If the tenant elects, he may file an action for possession of the dwelling unit against the landlord or any person wrongfully in possession and recover the damages sustained by him. If a person's failure to deliver possession is willful and not in good faith, an aggrieved person may recover from that perso the actual damages sustained by him and reasonable attorney fees.

1974, c. 680, § 55-248.22; 2000, c. 760; 2019, c. 712.

§ 55.1-1239. Wrongful failure to supply an essential service.

A. If contrary to the rental agreement or provisions of this chapter the landlord willfully or negligently fails to supply an essential service, the tenant shall serve a written notice on the landlo specifying the breach, if acting under this section, and, in such event and after allowing the landlor reasonable time to correct such breach, may:

1. Recover damages based upon the diminution in the fair rental value of the dwelling unit; or
2. Procure reasonable substitute housing during the period of the landlord's noncompliance, in whi case the tenant is excused from paying rent for the period of the landlord's noncompliance, as determined by the court.

B. If the tenant proceeds under this section, he shall be entitled to recover reasonable attorney fees however, he may not proceed under § 55.1-1234 as to that breach. The rights of the tenant under th section shall not arise until he has given written notice to the landlord; however, no rights arise if t condition was caused by the deliberate or negligent act or omission of the tenant, an authorized occupant, or a guest or invitee of the tenant.

1974, c. 680, § 55-248.23; 1982, c. 260; 2000, c. 760; 2019, c. 712.

§ 55.1-1240. Fire or casualty damage.

If the dwelling unit or premises is damaged or destroyed by fire or casualty to an extent that the tenant's enjoyment of the dwelling unit is substantially impaired or required repairs can only be accomplished if the tenant vacates the dwelling unit, either the tenant or the landlord may termina the rental agreement. The tenant may terminate the rental agreement by vacating the premises and within 14 days thereafter, serving on the landlord a written notice of his intention to terminate the rental agreement, in which case the rental agreement terminates as of the date of vacating. If continued occupancy is lawful, § 55.1-1411 shall apply.

The landlord may terminate the rental agreement by giving the tenant 14 days' notice of his intention to terminate the rental agreement on the basis of the landlord's determination that such damage requires the removal of the tenant and that the use of the premises is substantially impaired in which case the rental agreement terminates as of the expiration of the notice period.

If the rental agreement is terminated, the landlord shall return all security deposits in accordance with § 55.1-1226 and prepaid rent, plus accrued interest, recoverable by law unless the landlord reasonably believes that the tenant, an authorized occupant, or a guest or invitee of the tenant was the cause of the damage or casualty, in which case the landlord shall provide a written statement to the tenant for the security and prepaid rent, plus accrued interest based upon the damage or casualty and may recover actual damages sustained pursuant to § 55.1-1251. Proration for rent in the event termination or apportionment shall be made as of the date of the casualty.

1974, c. 680, § 55-248.24; 1982, c. 260; 2000, c. 760; 2005, c. 807; 2011, c. 766; 2015, c. 596; 2016, c. 744; 2017, c. 730; 2019, c. 712.

§ 55.1-1241. Landlord's noncompliance as defense to action for possession for nonpayment rent.

A. In an action for possession based upon nonpayment of rent or in an action for rent by a landlord when the tenant is in possession, the tenant may assert as a defense that there exists upon the leased premises a condition that constitutes, or will constitute, a fire hazard or a serious threat to the life, health, or safety of the occupants of the dwelling unit, including (i) a lack of heat, running water, light, electricity, or adequate sewage disposal facilities; (ii) an infestation of rodents; or (iii) a condition that constitutes material noncompliance on the part of the landlord with the rental agreement or provisions of law. The assertion of any defense provided for in this section shall be conditioned upon the following:

1. Prior to the commencement of the action for rent or possession, the landlord or his agent refused or, having a reasonable opportunity to do so, failed to remedy the condition for which he was served a written notice of the condition by the tenant or was notified of such condition by a violation or condemnation notice from an appropriate state or local agency. For the purposes of this subsection what period of time shall be deemed to be unreasonable delay is left to the discretion of the court, except that there shall be a rebuttable presumption that a period in excess of 30 days from receipt of the notification by the landlord is unreasonable; and

2. The tenant, if in possession, has paid into court the amount of rent found by the court to be due and unpaid, to be held by the court pending the issuance of an order under subsection C.

B. It shall be a sufficient answer to such a defense provided for in this section if the landlord establishes that (i) the conditions alleged in the defense do not in fact exist; (ii) such conditions have been removed or remedied; (iii) such conditions have been caused by the tenant, his guest or invitee, members of the family of such tenant, or a guest or invitee of such family member; or (iv) the tenant has unreasonably refused entry to the landlord to the premises for the purposes of correcting such conditions.

C. The court shall make findings of fact upon any defense raised under this section or the answer to any defense and shall issue any order as may be required, including any one or more of the following:

1. Reducing rent in such amount as the court determines to be equitable to represent the existence of any condition set forth in subsection A;

2. Terminating the rental agreement or ordering the surrender of the premises to the landlord; or

3. Referring any matter before the court to the proper state or local agency for investigation and report and granting a continuance of the action or complaint pending receipt of such investigation and report. When such a continuance is granted, the tenant shall deposit with the court any rents that will become due during the period of continuance, to be held by the court pending its further order, or, in its discretion, the court may use such funds to (i) pay a mortgage on the property in order to stay a foreclosure, (ii) pay a creditor to prevent or satisfy a bill to enforce a mechanic's or materialman's lien, or (iii) remedy any condition set forth in subsection A that is found by the court to exist.

D. If it appears that the tenant has raised a defense under this section in bad faith or has caused the violation or has unreasonably refused entry to the landlord for the purpose of correcting the condition giving rise to the violation, the court may impose upon the tenant the reasonable costs of the landlord, including court costs, the costs of repair where the court finds the tenant has caused the violation, and reasonable attorney fees.

E. If the court finds that the tenant has successfully raised a defense under this section and enters judgment for the tenant, the court, in its discretion, may impose upon the landlord the reasonable costs of the tenant, including court costs, and reasonable attorney fees.

1974, c. 680, § 55-248.25; 1982, c. 260; 2000, c. 760; 2019, cc. 324, 712.

§ 55.1-1242. Rent escrow required for continuance of tenant's case.

A. Where a landlord has filed an unlawful detainer action seeking possession of the premises as provided by this chapter and the tenant seeks to obtain a continuance of the action or to set it for a contested trial, the court shall, upon request of the landlord, 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 prior to granting the tenant's request for a delayed court date. However, if the tenant asserts a good faith defense, and the court so finds, the court shall not require the rent to be escrowed. If the landlord requests a continuance or to set the case for a contested trial, the court shall not require the rent to be escrowed.

B. If the court finds that the tenant has not asserted a good faith defense, the tenant shall be required to pay an amount determined by the court to be proper into the court escrow account in order for the case to be continued or set for contested trial. The court may grant the tenant a continuance of no more than one week to make full payment of the court-ordered amount into the court escrow account. If the tenant fails to pay the entire amount ordered, the court shall, upon request of the landlord, enter judgment for the landlord and enter an order of possession of the premises.

C. The court shall further order that should the tenant fail to pay future rents due under the rental agreement into the court escrow account, the court shall, upon the request of the landlord, enter judgment for the landlord and enter an order of possession of the premises.

D. Upon motion of the landlord, the court may disburse the moneys held in the court escrow account to the landlord for payment of his mortgage or other expenses relating to the dwelling unit.

E. Except as provided in subsection D, no rent required to be escrowed under this section shall be disbursed within 10 days of the date of the judgment unless otherwise agreed to by the parties. If an appeal is taken by the plaintiff, the rent held in escrow shall be transmitted to the clerk of the circuit court to be held in such court escrow account pending the outcome of the appeal.

1999, cc. [382](#), [506](#), § 55-248.25:1; 2009, c. [137](#); 2019, c. [712](#).

§ 55.1-1243. Repealed.

Repealed by Acts 2021, Sp. Sess. I, cc. [403](#) and [404](#), cl. 2, effective July 1, 2021.

§ 55.1-1243.1. Tenant's remedies for exclusion from dwelling unit, interruption of services, or actions taken to make premises unsafe.

A. A general district court shall enter an order pursuant to this section upon petition by a tenant who presents evidence establishing that his landlord has willfully and without authority from the court removed or excluded the tenant from the dwelling unit unlawfully, (i) interrupted or caused the interruption of an essential service to the tenant, or (iii) taken action to make the premises unsafe for habitation.

B. An order entered pursuant to this section may require the landlord to (i) allow the tenant to recover possession of the dwelling unit, (ii) resume any such interrupted essential service, or (iii) fix any willful actions taken by the landlord or his agent to make the premises unsafe for habitation.

C. The initial hearing on the tenant's petition shall be held within five calendar days from the date of the filing of the petition. The court may issue a preliminary order ex parte to require the landlord to take action described in subsection B if the court finds (i) there is good cause shown to do so and (ii) the tenant made reasonable efforts to alert the landlord of the hearing. Any preliminary ex parte order issued pursuant to this section shall further include a date of no more than 10 days after the initial hearing for a full hearing to consider the merits of the petition and the damages described in subsection D. At the full hearing, the court may terminate the rental agreement upon request of the tenant and order the landlord to return all of the security deposit in accordance with § [55.1-1226](#).

D. In a full hearing on a petition filed pursuant to this section and upon evidence presented establishing one or more of the factors in subsection A, the tenant shall recover (i) the actual damages sustained by him; (ii) statutory damages of \$5,000 or four months' rent, whichever is greater; and (iii) reasonable attorney fees.

2021, Sp. Sess. I, cc. [403](#), [404](#).

§ 55.1-1243.2. Tenant's remedies for exclusion from dwelling unit due to condemnation.

A. If the tenant gave notice to the landlord during the tenancy that his dwelling unit was in violation of an applicable building code, such violation posed a substantial risk to the health, safety, or welfare of a tenant, and such violation resulted in the tenant being excluded from his dwelling unit due to such unit being condemned, the landlord shall be liable to the tenant for actual damages. The landlord shall also return to the tenant any (i) prepaid rent that had not become due as of the date of condemnation, (ii) security deposit, or (iii) rent paid, if any, to the landlord subsequent to the unit being condemned.

B. No landlord shall be liable pursuant to this section if:

1. The condemnation of the dwelling unit was caused by (i) the deliberate or negligent act or omission of the tenant, an authorized occupant, or a guest or invitee of the tenant or (ii) an act of God; or
2. The lease was properly terminated pursuant to § 55.1-1240.

2024, c. 825.

§ 55.1-1244. Tenant's assertion; rent escrow.

A. The tenant may assert that there exists upon the leased premises a condition that constitutes a material noncompliance by the landlord with the rental agreement or with provisions of law or that if not promptly corrected, will constitute a fire hazard or serious threat to the life, health, or safety occupants of the premises, including (i) a lack of heat or hot or cold running water, except where the tenant is responsible for payment of the utility charge and where the lack of such heat or hot or cold running water is the direct result of the tenant's failure to pay the utility charge; (ii) a lack of light, electricity, or adequate sewage disposal facilities; (iii) an infestation of rodents; or (iv) the existence of paint containing lead pigment on surfaces within the dwelling, provided that the landlord has notice of such paint. The tenant may file such an assertion in a general district court in which the premises is located by a declaration setting forth such assertion and asking for one or more forms of relief as provided for in subsection D.

B. Prior to the granting of any relief, the tenant shall show to the satisfaction of the court that:

1. Prior to the commencement of the action, the landlord or his agent refused or, having a reasonable opportunity to do so, failed to remedy the condition for which he was served a written notice of the condition by the tenant or was notified of such condition by a violation or condemnation notice from an appropriate state or local agency. For the purposes of this subsection, what period of time shall be deemed to be unreasonable delay is left to the discretion of the court, except that there shall be a rebuttable presumption that a period in excess of 30 days from receipt of the notification by the landlord is unreasonable; and
2. The tenant has paid into court the amount of rent called for under the rental agreement, within five days of the date due under the rental agreement, unless or until such amount is modified by subsequent order of the court under this chapter.

C. It shall be sufficient answer or rejoinder to an assertion made pursuant to subsection A if the landlord establishes to the satisfaction of the court that (i) the conditions alleged by the tenant do not in fact exist; (ii) such conditions have been removed or remedied; (iii) such conditions have been caused by the tenant, his guest or invitee, members of the family of such tenant, or a guest or invitee of such family member; or (iv) the tenant has unreasonably refused entry to the landlord to the premises for the purpose of correcting such conditions.

D. Any court shall make findings of fact on the issues before it and shall issue any order that may be required. Such an order may include any one or more of the following:

1. Terminating the rental agreement upon the request of the tenant or ordering the surrender of the premises to the landlord if the landlord prevails on a request for possession pursuant to an unlawful detainer properly filed with the court;
 2. Ordering all moneys already accumulated in escrow disbursed to the landlord or to the tenant in accordance with this chapter;
 3. Ordering that the escrow be continued until the conditions causing the complaint are remedied;
 4. Ordering that the amount of rent, whether paid into the escrow account or paid to the landlord, be abated as determined by the court in such an amount as may be equitable to represent the existence of any condition found by the court to exist. In all cases where the court deems that the tenant is entitled to relief under this chapter, the burden shall be upon the landlord to show cause why there should not be an abatement of rent;
 5. Ordering any amount of moneys accumulated in escrow disbursed to the tenant where the landlord refuses to make repairs after a reasonable time or to the landlord or to a contractor chosen by the landlord in order to make repairs or to otherwise remedy the condition. In either case, the court shall in its order insure that moneys thus disbursed will be in fact used for the purpose of making repairs or effecting a remedy;
 6. Referring any matter before the court to the proper state or local agency for investigation and report and granting a continuance of the action or complaint pending receipt of such investigation and report. When such a continuance is granted, the tenant shall deposit with the court, within five days of date due under the rental agreement, subject to any abatement under this section, rents that become due during the period of the continuance, to be held by the court pending its further order;
 7. Ordering escrow funds disbursed to pay a mortgage on the property in order to stay a foreclosure or
 8. Ordering escrow funds disbursed to pay a creditor to prevent or satisfy a bill to enforce a mechanic's or materialman's lien.
- E. Notwithstanding any provision of subsection D, where an escrow account is established by the court and the condition is not fully remedied within six months of the establishment of such account and the landlord has not made reasonable attempts to remedy the condition, the court shall award moneys accumulated in escrow to the tenant. In such event, the escrow shall not be terminated, but shall begin upon a new six-month period with the same result if, at the end of the period, the condition has not been remedied.
- F. The initial hearing on the tenant's assertion filed pursuant to subsection A shall be held within 1 calendar days from the date of service of process on the landlord as authorized by § 55.1-1216, except that the court shall order an earlier hearing where emergency conditions are alleged to exist upon the premises, such as failure of heat in winter, lack of adequate sewage disposal facilities, or any other condition that constitutes an immediate threat to the health or safety of the inhabitants of the leased premises. The court, on motion of either party or on its own motion, may hold hearings subsequent to the initial proceeding in order to further determine the rights and obligations of the

parties. Distribution of escrow moneys may only occur by order of the court after a hearing of which both parties are given notice as required by law or upon motion of both the landlord and tenant or upon certification by the appropriate inspector that the work required by the court to be done has been satisfactorily completed. If the tenant proceeds under this subsection, he may not proceed under any other section of this article as to that breach.

G. In cases where the court deems that the tenant is entitled to relief under this section and enters judgment for the tenant, the court, in its discretion, may impose upon the landlord the reasonable costs of the tenant, including court costs, and reasonable attorney fees.

1974, c. 680, § 55-248.27; 2000, c. [760](#); 2001, c. [524](#); 2016, cc. [384](#), [459](#); 2017, c. [730](#); 2019, cc. [324](#), [71](#)

§ 55.1-1244.1. Tenant's remedy by repair.

A. For purposes of this section, "actual costs" means (i) the amount paid on an invoice to a third-party licensed contractor or a licensed pesticide business by a tenant, local government, or nonprofit entity or (ii) the amount donated by a third-party contractor or pesticide business as reflected on such contractor's or pesticide business's invoice.

B. If (i) there exists in the dwelling unit a condition that constitutes a material noncompliance by the landlord with the rental agreement or with provisions of law or that, if not promptly corrected, will constitute a fire hazard or serious threat to the life, health, or safety of occupants of the premises, including an infestation of rodents or a lack of heat, hot or cold running water, light, electricity, or adequate sewage disposal facilities, and (ii) the tenant has notified the landlord of the condition in writing, the landlord shall take reasonable steps to make the repair or to remedy such condition within 14 days of receiving notice from the tenant.

C. If the landlord does not take reasonable steps to repair or remedy the offending condition within 14 days of receiving a tenant's notice pursuant to subsection B, the tenant may contract with a third-party contractor licensed by the Board for Contractors or, in the case of a rodent infestation, a pesticide business employing commercial applicators or registered technicians who are licensed, certified, and registered with the Department of Agriculture and Consumer Services pursuant to Chapter 39 ([§ 3.2-3900](#) et seq.) of Title 3.2, to repair or remedy the condition specified in the notice. A tenant who contracts with a third-party licensed contractor or pesticide business is entitled to recover the actual costs incurred for the work performed, not exceeding the greater of one month's rent or \$1,500. Unless the tenant has been reimbursed by the landlord, the tenant may deduct the actual costs incurred for the work performed pursuant to the contract with the third-party contractor or pesticide business after submitting to the landlord an itemized statement accompanied by receipts for purchased items and third-party contractor or pest control services.

D. A local government or nonprofit entity may procure the services of a third-party licensed contractor or pesticide business on behalf of the tenant pursuant to subsection B. Such assistance shall have no effect on the tenant's entitlement under this section to be reimbursed by the landlord or to make a deduction from the periodic rent.

E. A tenant may not repair a property condition at the landlord's expense under this section to the extent that (i) the property condition was caused by an act or omission of the tenant, an authorized

occupant, or a guest or invitee; (ii) the landlord was unable to remedy the property condition because the landlord was denied access to the dwelling unit; or (iii) the landlord had already remedied the property condition prior to the tenant's contracting with a licensed third-party contractor or pesticide business pursuant to subsection C.

2020, c. 1020.

9/27/20

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